



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

Solicitation

NUMBER
DEP16480

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

Kanawha Stone Company, Inc.
P.O. Box 503
Nitro, WV 25143

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

DATE PRINTED
02/10/2014

BID OPENING DATE: 04/01/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		\$12,524,357.00
MARION COUNTY LANDFILL CLOSURE CONSTRUCTION						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION IS SOLICITING BIDS FROM QUALIFIED VENDOR'S FOR A CONTRACT TO FURNISH ALL PLANTS, LABOR, MATERIALS AND EQUIPMENT TO CONSTRUCT LANDFILL CLOSURE PROJECT FOR THE CLOSED SOLID WASTE LANDFILL KNOWN AS THE MARION COUNTY LANDFILL IN MARION COUNTY WV.						
A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE MARION COUNTY LANDFILL						
THE PREBID MEETING DESCRIBED IN THIS SOLICITATION WILL INCLUDE A SITE VISIT OF RESTRICTED ACCESS AREAS. DUE TO THE ACCESS LIMITATIONS, ALL VENDOR'S MUST BE PRESENT AT THE PREBID MEETING AT THE TIME THE SITE VISIT OF THE RESTRICTED ACCESS AREA COMMENCES. ANY VENDOR NOT PRESENT AT THE PREBID MEETING WHEN THE SITE VISIT OF THE RESTRICTED ACCESS AREA BEGINS WILL BE DEEMED TO HAVE MISSED THE PREBID MEETING.						
DIRECTIONS TO SITE:						
IN MARION COUNTY, FROM IDA MAY, SOUTH OF FAIRMONT, TAKE ROUTE 218 TO MARION COUNTY 218/1. GO 1/2 MILE TO LANDFILL.						
04/15/14 12:46:24PM West Virginia Purchasing Division						
SIGNATURE <i>Paul W. Lewis</i>				TELEPHONE		DATE
Senior Vice President				304-755-8271		4/15/2014
FED ID 55-053 5003				ADDRESS CHANGES TO BE NOTED ABOVE		

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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P.O. Box 503
Nitro, WV 25143

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

DATE PRINTED

02/10/2014

BID OPENING DATE: 04/01/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
GPS COORDINATES:						
39DEG 30' 23"N		80DEG 14' 50"W				
PLANS AND SPECIFICATIONS MAY BE OBTAINED:						
BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF ENVIRONMENTAL REMEDIATION, LANDFILL CLOSURE ASSISTANCE PROGRAM WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CONTACT PAUL BENEDUM AT 304-368-2000, EXT. 3729 OR HEATHER BALLADARES PH 304-926-0499, EXT 1264 TO ORDER CD.						
** CONTRACTOR IS RESPONSIBLE FOR ALL PRINTING COSTS **						
***** THIS IS THE END OF RFQ DEP16480 ***** TOTAL: \$12,524,357.00						
SIGNATURE <i>David W. Senior</i> TELEPHONE 304-755-8271 DATE 4/15/2014						
TITLE Senior Vice President		FEIN 55-053 5003		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:

Marion County Landfill
March 12, 2014 at 11:00 AM. EST.

See Page 1 of Solicitation for detailed directions to site

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.

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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: March 18th, 2014 at 2:00 PM. EST.

Submit Questions to: Frank Whittaker
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.4115
Email: Frank.M.Whittaker@WV.Gov

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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
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: Kanawha Stone Company, Inc.

SOLICITATION NO.: DEP 16480

BID OPENING DATE: 4/15/2014

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-755-8274

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: April 01 st, 2014 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within three hundred sixty-five (365) calendar days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **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 and shall list the state as a certificate holder:

- ☒ **Commercial General Liability Insurance:**
\$2,000,000.00 or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☒ \$2,000,000.00 Comprehensive Vehicle Liability Insurance
- ☒ \$2,000,000.00 Aggregate.
- ☐
- ☐
- ☐

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.

☐
☐
☐
☐

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
\$250.00 per day for non-completion within 365 calendar days.

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, WOMEN-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, women-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. [RESERVED]

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@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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 or 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: Kanawha Stone Company, Inc.

Contractor's License No. WV006094

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 AFFIDAVIT:** 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.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **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.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.

6. **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.

Marion County Landfill Final Closure Project

KANAWHA STONE INC
 PH. 304-755-8271
 PO BOX 503
 NITRO, WV 25143-0503

DEP16480

BID SCHEDULE

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

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Prices (\$)</u>	<u>Amount (\$)</u>
2.01	Mobilization/Demobilization	1 LS	157,593. /LS	157,593.00
2.02	Surveying	1 LS	274,832.00 /LS	274,832.00
2.03	Erosion and Sediment Control	1 LS	178,326.00 /LS	178,326.00
2.04	Demolition of Existing Structures	1 LS	21,258.00 /LS	21,258.00
2.05	Clearing and Grubbing	1 LS	133,077.00 /LS	133,077.00
2.06a	Excavation, Waste Relocation	55,000 CY	8.00 /CY	440,000.00
2.06b	Unclassified Fill	210,000 CY	21.00 /CY	4,410,000.00
2.08	Leachate Cutoff Curtain	6,300 LF	99.00 /LF	623,700.00
2.09a	Leachate Piping (6" Gravity)	1,650 LF	52.00 /LF	85,800.00
2.09b	Leachate Piping (3" Force Main)	1,500 LF	46.00 /LF	69,000.00
2.10	Leachate Storage Tank	1 LS	596,846.00 /LS	596,846.00
2.11	Manholes	7 EA	5,106.00 /EA	35,742.00
2.12	Gas Vents	1,102 LF	93.00 /LF	102,486.00
2.13	Cap System			
2.13a	Gas Venting Layer Geonet (250 mil)	142,200 SY	5.00 /SY	711,000.00
2.13b	Geomembrane	142,200 SY	4.75 /SY	675,450.00
2.13c	Drainage Layer Geonet (200 mil)	142,200 SY	4.75 /SY	675,450.00

KANAWHA STONE INC
 PH. 304-755-8271
 PO BOX 503
 NITRO, WV 25143-0503

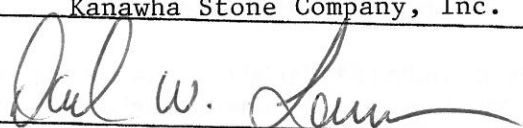
Marion County Landfill Final Closure Project

DEP16480

BID SCHEDULE

2.13d Unclassified Fill	100,000 CY	<u>23.00</u>	/CY	<u>2,300,000.00</u>
2.14a Drainage Channels (NAG P550 lining)	1,790 LF	<u>14.00</u>	/LF	<u>25,060.00</u>
2.14b Drainage Channels (G routed rip-rap lining)	4,100 LF	<u>72.00</u>	/LF	<u>295,200.00</u>
2.15a 15" Drainage Culverts	222 LF	<u>40.00</u>	/LF	<u>8,880.00</u>
2.15b 18" Drainage Culverts	108 LF	<u>49.00</u>	/LF	<u>5,292.00</u>
2.15c 21" Drainage Culverts	32 LF	<u>82.00</u>	/LF	<u>2,624.00</u>
2.15d 12" PSW Y Discharge Pipes	290 LF	<u>59.00</u>	/LF	<u>17,110.00</u>
2.15e 48" Risers	4 EA	<u>7,025.00</u>	/EA	<u>28,100.00</u>
2.15f Type G Drop Inlet with Type 2 Grate	3 LS	<u>2,303.00</u>	/LS	<u>6,909.00</u>
2.18 Access Road Stone	2,700 TN	<u>40.00</u>	/TN	<u>108,000.00</u>
2.20 Revegetation	80 AC	<u>4,430.00</u>	/AC	<u>354,400.00</u>
2.21 Farm Fence	6,500 LF	<u>7.00</u>	/LF	<u>45,500.00</u>
2.22 Lift Stations	2 EA	<u>68,361.00</u>	/EA	<u>136,722.00</u>
Total			\$	<u>12,524,357.00</u>

Contractor: Kanawha Stone Company, Inc.

Signature: 

Date: 4/15/2014 WV Contractors License No. WV006094



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).

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: DEP 16480

Contract Purpose: Landfill Closure Construction

Agency Requesting Work: Enviromental Protection Agency

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: Kanawha Stone Company, Inc.

Vendor Telephone: 304-755-8271

Vendor Address: P.O. Box 503 Nitro, WV 25143

Vendor Fax: 304-755-8274



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, David W. Lawman, after being first duly sworn, depose and state as follows:

1. I am an employee of Kanawha Stone Company, Inc; and,
(Company Name)
2. I do hereby attest that Kanawha Stone Company, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such
policy is in compliance with **West Virginia Code §21-1D**.

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

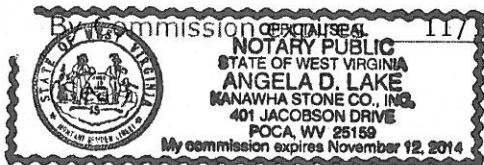
By: David W. Lawman

Title: Senior Vice President

Company Name: Kanawha Stone Company, Inc.

Date: 4/15/2014

Taken, subscribed and sworn to before me this 15th day of April, 2014.



Angela D. Lake
(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.**

BID BOND PREPARATION INSTRUCTIONS

 AGENCY (A) _____
 RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D) _____ (E) as Principal, and _____ (F) of _____ (G) _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of _____ (K) (\$ _____ (L)) 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 _____

(M)

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 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 time within which the Oblige may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the _____ (N) day of _____ (O), 20____ (P).

Principal Seal

(R)

 _____ (Q)
 (Name of Principal)

 By _____ (S)
 (Must be President, Vice President, or
 Duly Authorized Agent)

 _____ (T)
 Title

Surety Seal

(U)

 _____ (V)
 (Name of Surety)

 _____ (W)
 Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Agency DEP
 REQ.P.O# DEP16480

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
 of _____, _____, as Principal, and _____
 of _____, _____, a corporation organized and existing under the laws of the State of _____
 with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
 of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

- (a) If said bid shall be rejected, or
 (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
 attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
 the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
 full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
 event, exceed the penal amount of this obligation as herein stated.

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
 Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20____.

Principal Seal

 (Name of Principal)

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

 (Title)

Surety Seal

 (Name of Surety)

 Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
 must attach a power of attorney with its seal affixed.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16480

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.

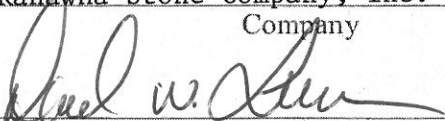
Addendum Numbers Received:

(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 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.

Kanawha Stone Company, Inc.

 Company


 Authorized Signature

 4/15/2014

 Date

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



RFQ No. DEP16480STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

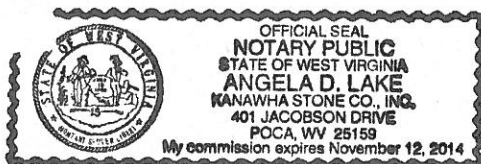
"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Kanawha Stone Company, Inc.Authorized Signature: *David W. Linn* Date: 4/15/2014State of West VirginiaCounty of Putnam, to-wit:Taken, subscribed, and sworn to before me this 15 day of April, 20 14.My Commission expires 11/12/2014, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Angela D. Lake
Purchasing Affidavit (Revised 07/01/2012)

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.

Kanawha Stone Company, Inc.

(Company)

David W. Lawman

(Authorized Signature)

David W. Lawman, Senior Vice President

(Representative Name, Title)

304-755-8271 304-755-8274

(Phone Number)

(Fax Number)

4/15/2014

(Date)



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

Solicitation

NUMBER

DEP16480

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER
304-558-2316

*709043155 304-755-8271

KANAWHA STONE COMPANY INC
PO BOX 503

NITRO WV 25143

V
E
N
D
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R

ENVIRONMENTAL PROTECTION

DEPARTMENT OF

OFFICE OF AML&R

601 57TH STREET SE

CHARLESTON, WV

25304

304-926-0499

S
H
I
P
T
O

DATE PRINTED

04/02/2014

BID OPENING DATE: 04/15/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO PROVIDE RESPONSES TO VENDOR QUESTIONS.						
2. TO PROVIDE SIGN-IN SHEETS FOR MANDATORY PRE-BID MEETING.						
END OF ADDENDUM NO. 2						
0001	1	JB		906-29		
MARION COUNTY LANDFILL CLOSURE CONSTRUCTION						
***** THIS IS THE END OF RFQ DEP16480 ***** TOTAL:						\$12,524,357.00

SIGNATURE

Paul W. Lewis

TELEPHONE

304-755-8271

DATE

4/15/2014

TITLE

Sr. Vice President

FEIN

55-053 5003

ADDRESS CHANGES TO BE NOTED ABOVE

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

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as DEP16480 ("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. To provide responses to vendor questions.
2. To provide sign-in sheets for mandatory pre-bid meeting held on 3/12/2014.
3. The bid opening remains 04/15/2014 at 1:30 p.m.

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.

ATTACHMENT A

1. Question: Unclassified Fill: Does the entire 210,000 CY of the unclassified fill item have to be screened? Is this a mandatory screening process?

Answer: No. Only if material does not meet spec.

2. Question: Unclassified Fill: If the material being stripped from the existing landfill is 2" minus, does it have to be screened?

Answer: No. Only if material does not meet spec.

3. Question: Unclass 213d: Is this 100,000 cy of material in addition to the 210,000 cy unclassified item? Will it also be a required screening item to 2" minus?

Answer: Yes. The 100,000 CY is material which is to be placed above the geosynthetic cap system, consisting of 2 feet of material. It is separate from the other 210,000 CY of unclassified fill. It must meet the 2" minus specification, so it may need to be screened.

4. Question: Cutoff Curtain: The unclassified fill item 213d, will this be paid in the cut off trench backfill? If so, will we be required to cross section the trench backfill?

Answer: No. The unclassified fill item in 213d is only the fill above the geosynthetic cap. The only pay item measured in the cutoff curtain (item 2.08) is the footage of the pipe. All other items in the cutoff curtain are incidental.

5. Question: How will the temporary power to the existing lift stations be paid for?

Answer: The contractor will be responsible for power to the temporary trailer, all other electric service to be paid by Marion County.

6. Question: Gas Vents: Can the trash generated from the gas vent drilling be placed into the existing landfill?

Answer: Yes, All waste produced ON SITE may be placed in the fill prior to capping.

7. Question: Testing: Will the Engineer provide the Contractor with access to all test results and files?

Answer: All CADD files will be provided to the successful bidder to aid in laying out the work. All daily inspection and testing reports will be copied to the Contractor in electronic format.

8. Question: Temp Office: Will the temporary office be for the use of the Engineer or the Contractor?

Answer: The office will be for the use of both.

9. Question: Final Grade: Landfill trash is very easy to pump and it will settle. With that in mind, is the Contractor locked to elevations at final grade or cover & lift thicknesses?

Answer: We are aware that final grades may vary due to settlement of the landfill materials, volume of trash to be relocated, etc. We will be focused on achieving the proper lift and cover thicknesses in accordance with regulations. Sloping areas however, cannot be steeper than those shown on the drawings due to stability requirements.

10. Question: Demo Work: Can the demo items be placed in the old landfill area?

Answer: Yes, All waste produced ON SITE may be placed in the fill prior to capping.

11. Question: Clearing: Can you define "Marketable Timber"?

Answer: Any hardwoods which could be sold for firewood, saw timber, etc. or any type of pulpwood which could be sold. The Solid Waste Authority will coordinate with the Contractor to identify such timber and designate a storage area for the logs.

12. Question: Proof Rolling: When the proof rolling defines a soft or wet area and requires scarifying or mixing of lime, how will the Contractor be compensated for this portion of the work? If it is incidental, how will anyone know how much area to build into their bid? Can you quantify this work?

Answer: There is no way to quantify this area of volume of material. If necessary, it will be out intention to achieve adequate stability of fill material by aerating (drying) and/or mixing coarser rock materials available from on-site excavations and the borrow area to mechanically stabilize the soils. If it is determined that lime must be added, this would be handled by a Change Order.

13. Question: Lagoon Closure: Since this item or work is incidental to erosion control, can the sludge removal be incorporated into the landfill closure process?
- Answer: Yes, All waste produced ON SITE may be placed in the fill prior to capping.
14. Question: Pipe Testing: Will both the gravity and force main pipe be tested on the project?
- Answer: Yes, both gravity and force main pipe shall be tested.
15. Question: Pipe marking: Will all pipes on the project be required to have an aluminized marking tape?
- Answer: Only the gravity sewer line and the force mainline need to be marked. The perforated leachate cutoff curtain lines do not need to be marked.
16. Question: Spec. Item 213.07: Define the incidental items within this specification. Can you also give an area and approximate length for the incidental edge drain? The detail is not to scale. Are we to assume that the length will be the same as the cut off trench length?
- Answer: Anything which is not listed as a specific pay item under 2.13 is considered incidental. The location of the edge drain is shown on Drawing C-06, and it can be scaled to determine the total length of edge drain.
17. Question: Grouted Ditches: Can an "or Equal" be utilized for the grouted rip rap ditches?
- Answer: Each "or equal" request will be reviewed on a case by case basis from the winning bidder. If an "or Equal" is approved, it may be acceptable for all or a portion of the project.
18. Question: Pond Risers: Can precast structures be used in place of the Plexco risers?
- Answer: Only If deemed "equal" by the engineer and the DEP.
19. Question: Seeding: Is the bid item quantity of 80 acres for both permanent and temporary seeding?
- Answer: No. The bid item quantity of 80 acres is for permanent seeding only. There is no pay item for temporary seeding since it will vary from contractor to contractor.
20. Question: Signs: Are there outlet marker signs required for the ponds on the project?
- Answer: Yes. These will be provided by the DEP.

21. Question: Signs: Is there a project funding sign required for the project?
Answer: Yes. This item is listed in Article IV Section 13 of the General Requirements.
22. Question: Video: Is videotaping of the project prior to beginning a requirement?
Answer: No. There is no requirement for videotaping of the project prior to starting work.
23. Question: Rip Rap: Is there sufficient rock on site for the required rip rap for the work?
Answer: Bidders are advised to assume that riprap of suitable quality must be obtained from an off-site source.
24. Question: Bore Logs: Are bore logs available for the project?
Answer: Boring logs can be made available to the winning bidder, if requested. The primary purpose of the logs was to identify rock depths within the proposed borrow area, and this data is reflected in the proposed grading depicted on the plan.
25. Question: Cut off trench: Is there any information for the approximate depth of the cut off trenches?
Answer: The depth and bottom elevations for the bottoms of the cutoff trenches are shown on the profiles of the cutoff trenches in the drawing package.
26. Question: Wet Springs: If there are areas within the landfill that make water like a spring, how will this be handled? Will there be an underdrain item? How will the water be handled and how will it be paid for?
Answer: There are underdrains currently shown on the drawings and should not be directed to the leachate collection system. If additional work is needed, a Change Order request must be submitted by the contractor.
27. Question: Award: When do you anticipate award of the project?
Answer: Dependent upon completeness of the lowest bidder's submittal, the award is anticipated to be in May or June.
28. Question: Winter: Is there provisions for a winter shutdown in needed?
Answer: The contract purchase order will be issued for 365 days. A time extension is anticipated but not guaranteed.

29. Question: Rain days: Will rain days be compensated based on a day for a day? If so, is this also considered 7 days a week?

Answer: The contract purchase order will be issued for 365 days. A time extension is anticipated but not guaranteed.

30. Question: Stormwater Permit: Section 19.0 of General Conditions says "Contractor to obtain a stormwater permit holding the Marion County Solid Waste, DEP/LCAP from damages and violations." Can you explain how this would work?

Answer: A stormwater management permit may be obtained from the DEP Permitting Section. www.dep.wv.gov

31. Question: Submittals: What is the turn-around time on submittals for the Engineer and Owner?

Answer: The Engineer can turn submittals around within 2 to 3 business days after receipt of the information.

32. Question: Pipe Supports: Does the 3" diameter pipe supports for the gravity sewer receive paint?

Answer: No. As noted on the drawings, they are to be hot-dip galvanized.

33. Question: Blasting: Is blasting allowed on site? Do you anticipate any blasting?

Answer: Blasting is permitted if necessary. We do not anticipate blasting in the borrow area. However, blasting may be required for construction of the leachate tank and access road around the tank.

34. Question: Yardage Summary: Can you provide a breakdown for Item 206b a summary of where the yardage is and how it gets paid?

Answer: This yardage is for the cover material to bring the two landfill areas to the geosynthetic liner elevation, and to bring all areas outside the landfill footprints to their final grading elevations.

35. Question: Yardage Summary: Can you provide a breakdown for item 213d a summary of where the yardage is and how it gets paid?

Answer: This yardage is the 2-foot thick soil cover material over the geosynthetic liner.

36. Question: Daily Cover: When the garbage excavation is being accomplished, will the Contractor have to provide daily cover at the end of each work day to cover the trash placed, or will there be a variance on this work?

Answer: All waste must be covered at the end of each working day. A smaller working face is encouraged. Alternative covers may be acceptable if fill area will be active on the following day.

37. Question: Stormwater Permit: Since the Contractor has to apply for and obtain the stormwater Permit, how will the Contractor be compensated for this permit? Will there be any additional time allotted for the project completion due to this application and receiving process for the permit?

Answer: There is no line item for this expense. The contract purchase order will be issued for 365 days.

38. Question: The stormwater features shown on the plans: Will this be the only features required to obtain the permit? If the WVDEP adds items or erosion features to the work, how will the Contractor be compensated for the added items of work?

Answer: If additional items are required by the stormwater permit, the Contractor may request a Change Order for these items.

39. Question: Questions: Will a copy of all questions asked and all answers given be supplied to every bidding Contractor? If not, please explain why.

Answer: A copy of all questions will be provided through the West Virginia Division of Purchasing and provided to all vendors represented at the Pre-Bid.

40. Question: Is daily trash cover included in the unclassified fill quantity specified in the Engineer's Construction Cost Estimate?

Answer: Yes, the 6" daily cover is included within the quantity for unclassified fill.

41. Question: For GCL as the leachate cut-off trench, Specification 2.08.02 refers to Claymax whereas Plan C-41 refers to Bentomat. Which is the correct GCL?

Answer: Bentomat 200R (or an approved equal) is the preferred GCL.

42. Question: Would you confirm there is no geomembrane boot required for gas vent, per detail on sheet 41?

Answer: There is no geomembrane boot required for the gas vent. That is why a bentonite pellet seal is specified.

43. Question: Specifications Sections 2.08.02, 2.13.02.01 and 2.13.02.02 refer to appendices with specifications for the liner components. Are the Tables 2 & 3 at the end of the specs the only available information or are there additional appendices we are missing?

Answer: There are no Appendices. The only information is listed in Tables 2 and 3.

44. Question: Cap System Detail on Plan C-41 shows gas venting layer geocomposite as 200 mil. Specifications (Table 2 and Bid Form) show 250 mil.. Which is correct?

Answer: Use 200 mil. for both gas venting and drainage geonet.

45. Question: Some of the contours don't seem to tie-in along the perimeter of the landfill areas. Is there a reason for this?

Answer: The design contours within the landfill footprints are shown based on the phase of grading (interim, pre-cap, and final). For the interim and pre-cap grading phases, contours reflect stripping of existing cover material and allowance for placement of the final vegetative soil layer in order to determine earthwork quantities. Contractor is expected to blend contours in these areas.

46. Question: Who is responsible for the quality control testing and the cost associated with it?

Answer: Triad Engineering, Inc. is under contract to WVDEP to complete all QA/QC testing for the project. However, this does not relieve the contractor from the responsibility of testing for their own purposes. In addition, there are certain tests that the contractor must perform, such as pressure testing of leachate sewer lines and non-destructive testing of the liner materials.

47. Question: To obtain the construction storm water permit, is the contractor just submitting the Erosion and Sediment Plan that is in the bid package or do they have to develop their own Erosion and Sediment Plan for submittal?

Answer: Triad prepared the erosion and sediment control plans for the project, and this included all calculations to demonstrate compliance with State regulations. It is anticipated that the Contractor can submit the Erosion and Sediment Control plans which are in the Bid Package, and Triad will provide the successful bidder with all of the supporting documentation which is required.

48. Question: Is the new overhead electrical service to be provided by the contractor and bid with the lift stations?

Answer: Yes. Anything which is required to provide fully functioning lift stations should be included in the bid price.

49. Question: Is the excavation at the Leachate Storage Tank part of the bid quantities?

Answer: No. The excavation for the tank is considered incidental. However, the material removed can be used as unclassified fill for the project.

50. Question: Does the fill in the roadway need to be 2 inch minus?

Answer: No. The roadway can contain larger material, but we would limit the maximum rock size to 6 inches in order to achieve the required compaction.

51. Question: Please refer to the Leachate Cut-Off Curtain Profiles on Plans C-12 through C-19. Please clarify if the call out of "Approximate bottom of waste" on the cutoff curtain profiles should be labeled as "Approximate top of waste".

Answer: It is labeled correctly. The cutoff curtain is designed to extend to at least 2 to 3 feet below the estimated bottom of the waste to properly intercept leachate.

52. Question: What item will the removal of 6"-12" of existing cover be paid under?

Answer: There is no pay item for removal of the 6" to 12" of existing cover. After it has been stockpiled, when that material is placed as cover or cap material, it will be paid for under the unclassified fill items.

53. Question: Will we be permitted to start the excavation and waste relocation in the Northern Landfill prior to installing Cutoff Curtain #4? There are some extremely deep excavation areas from existing grade to the bottom of the cutoff curtain (sta. 12+50 to 15+00).

Answer: Yes. As long as the existing pump station and force main is maintained in operating condition, some waste removal and relocation will be required to achieve the excavation depths necessary for construction of that part of the curtain.

54. Question: Can CADD files be provided in order for us to accurately quantify the volume of excavation and backfill that will be required for the cutoff curtains? Trenches over 5' will be required to be sloped at 1-1/2:1 slopes to meet OSHA requirements. These slopes will be extremely long in some areas on the landfill side, opening up a very wide trench.

Answer: As indicated during the pre-bid meeting, CADD files will be provided to the successful bidder.

55. Question: Will waste excavation removed from the bottom of the cutoff curtain be measured and paid for under the Bid Item 2.06a – Excavation, Waste Relocation or is it incidental to the curtain excavation?

Answer: The only waste relocation which will be paid for is that which is outside the liner limits which are shown on the drawings. The other waste which is inside the liner limits will be considered incidental.

56. Question: Section 15.2 of the General Requirements states the contractor is responsible to perform all testing for compaction, concrete and soils. Section 1.06 Quality Assurance of the Construction Specifications states the Engineer shall be responsible for all quality control on all phases of the project. Can you clarify who is responsible for paying for the QA/QC testing?

Answer: Triad Engineering, Inc. is under contract to WVDEP to complete all QA/QC testing for the project. However, this does not relieve the contractor from the responsibility of testing for their own purposes. In addition, there are certain tests that the contractor must perform, such as pressure testing of leachate sewer lines and non-destructive testing of the liner materials.

Note: It is the responsibility of the winning bidder to obtain the necessary stormwater management permit(s) from the DEP.

000012

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP-16480

Bid Open Date: 4-01-14 1:30PM

Project: Marion County Landfill

Pre-Bid Date: 3-12-14 11:00

Please write Legibly

Name : JACOB MAPEL
 Company: Anderson Excavating LLC
 Address: 343 Williams Rd
Morgantown, WV 26501

Phone #: 304-983-2296Fax #: 304-983-4755Email : jmapel@andersonexcavating.com

Name : Ann Karrowell
 Company: EASTERN ARROW
 Address: PO Box 4108
CHARLESTON WV
25364

Phone #: 304-414-0255Fax #: 0256Email : easternarrow@hotmail.com

Name : TOM LEWIS
 Company: N. POWELL CO.
 Address: 3828 MAIN STREET
WEIRTON WV 26037

Phone #: 304-748 3338Fax #: Email : TOM@N.POWELL.COM

Name : TERRY WATTS
 Company: SARGENT CORPORATION
 Address: 11139 AIR PARK RD SUITE 1
ASHLAND, VA 23005

Phone #: 804-368-7118Fax #: 804-368-7387Email : TWATTS@SARGENT-CORP.COM

Name : Don Collins
 Company: Collins Building/Contracting INC
 Address: 3406 Corley-Cress Rd
Flatwoods WV 26621

Phone #: 304-765-3521Fax #: 304-765-3521Email : Collinsbuilding@Hughes.net

Name : Tony Bradford
 Company: Pineville Paving & Excavating Inc.
 Address: P.O. Box 1290
Pineville WV 24874

Phone #: 304-732-8303Fax #: 304-732-7855Email : tonypp@AOL.com

Name : JR SPENCER
 Company: ROME SPENCER INC
 Address: HC 74, Box 201
STRAM CREEK WV
25063

Phone #: 304-364-8626Fax #: 8376Email : 644-8116

Name : Dale Thaxton
 Company: Thaxton Construction
 Address: P.O. Box 13279
Charleston, WV 25312

Phone #: 304 984 2299Fax #: 304 984-2334Email : Thaxton Construction@gmail.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP-16480

Bid Open Date: 4-01-14 1:30PM

Project: Marion County Landfill

Pre-Bid Date: 3-12-14 11:00

Please write Legibly

Name : DAVID IRL
 Company: ALL-CON, LLC
 Address: 124 PHILPOTT LANE
BEAVER, WV 25813
 Phone #: 304 731 0190
 Fax #: 304 255 4232
 Email: DIRLE CACI-WV.COM

Name : ERIC BROGAN
 Company: MIKE ENYART & SONS
 Address: P.O. Box 9 South Point, Ohio
ERIC.brogan@aol.com
 Phone #: _____
 Fax #: _____
 Email: _____

Name : STEVE SZABO
 Company: A.L.L. CONSTRUCTION INC.
 Address: P.O. Box 232
MT. STORM, WV 26089
 Phone #: 304 693-7131
 Fax #: 304 693-7199
 Email: all.estimator@earthlink.net

Name : Wes Lantz
 Company: Cove Run Contracting
 Address: P.O. Box 104
Moatsville WV
 Phone #: 304-622-8550
 Fax #: _____
 Email: cmwolfe73@yahoo.com

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO Box 2049
Buckhannon WV 26201

Phone #: 304 472 8890
 Fax #: 304 472 8897
 Email: JAMES.A.ALLEN@JFALLENCO.COM

Name : Alan Shreve
 Company: Bear Contracting
 Address: PO Box 1196
Bridgeport, WV 26330

Phone #: 304-326-0160
 Fax #: 304-326-0054
 Email: ashreve@bear-contracting.com

Name : BILL RAGEN
 Company: Disintube
 Address: 267 Ambury Ave
Metuchen, NJ 08840

Phone #: 732-602-9500
 Fax #: 732-602-0022
 Email: bill@ragen.com

Name : Richard Koger II
 Company: Aspen Corporation
 Address: 2400 Ratter Drive
Daniels WV 25832
 Phone #: 304-887-0108
 Fax #: 304-763-4591
 Email: rkoger@aspen-golf.com

000014

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP-16480

Bid Open Date: 4-01-14 1:30PM

Project: Marion County Landfill

Pre-Bid Date: 3-12-14 11:00

Please write Legibly

Name : David H. Bowman
 Company: Green Mountain Co
 Address: 511 50th St
Charleston WV
25304

Phone #: 304-925-0253
 Fax #: 304-925-9230
 Email : DHB722@yahoo.com

Name : BRET COKE
 Company: RECLAIM COMPANY, LLC
 Address: PO Box 2142
Fairmont, WV 26555

Phone #: 304-366-7070
 Fax #: 304-816-0194
 Email : bcoke@reclaimco.com

Name : Tim Salts
 Company: H+S Controls
 Address: 1747 Country Club Rd
Grafton, WV 26354

Phone #: 304-265-4433
 Fax #: 304-265-8021
 Email : TSalts@HSccontrols.com

Name : S&F Clearing
 Company: S&F Clearing
 Address: PO Box 277 Varney WV
25694

Phone #: 606-237-1200
 Fax #: 606-237-1202
 Email : randall.maps@yahoo.com

Name : Dion Wamsley
 Company: Foster Supply
 Address: 276738 Buckhannon Pike
MT Clair WV 26408

Phone #: 304-203-2351
 Fax #: 304-203-326-0198
 Email : d.wamsley@foster Supply.com

Name : Matt Gibson
 Company: ECI
 Address: 4847 Teays Valley Rd
Scott Depot WV 25560

Phone #: 304 545 5729
 Fax #: 304 755 8280
 Email : ECI@Foster Supply.com

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax #: _____
 Email : _____

Name : _____
 Company: _____
 Address: _____

Phone #: _____
 Fax #: _____
 Email : _____

000015

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP-16480 Bid Open Date: 4-01-14 1:30PM
 Project: Marion County Landfill Pre-Bid Date: 3-12-14 11:00

Please write Legibly

Name : Doug Vineent
 Company: Breakaway Inc
 Address: 1075 Old Turnpike Rd
Sutton WV 26601

Phone #: 765-5317
 Fax #: 765-5389
 Email : doug@breakawaywv.com

Name : Les Phillips
 Company: Capitol Valley Contr
 Address: P.O. Box 920
Elkview, WV 25071

Phone #: 590-1783
 Fax #: 965-2223
 Email : Mickey @ Capitol Valley Contr

Name : Frank Cosner
 Company: KANAWHA STONE Co.
 Address: PO BOX 503
NITEO, WV 25143

Phone #: _____
 Fax #: _____
 Email : _____

Name : Tracy Curtis
 Company: Green River Grapple
 Address: PO Box 18039
Morgantown WV 26508

Phone #: 304-203-4623
 Fax #: 304-594-3892
 Email : tracyscurtis@yahoo.com

Name : MIKE DEKAUS
 Company: AMERICAN FENCE Co
 Address: 250 FMT AVE
FMT WV
26554

Phone #: 304-363 7755
 Fax #: 304 333 6050
 Email : MIKE @ American Fence WV.com

Name : RICK WIGAL
 Company: SHAMROCK ENVIRONMENTAL
 Address: 6104 CORPORATE PARK DRIVE
BROWN SUMMIT NC 27214

Phone #: 800-881-1098
 Fax #: 336-375-1801
 Email : rwigal@shamrockenviro.com

Name : _____
 Company: _____
 Address: _____

 Phone #: _____
 Fax #: _____
 Email : _____

Name : _____
 Company: _____
 Address: _____

 Phone #: _____
 Fax #: _____
 Email : _____

000016

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP-16480

Bid Open Date: 4-01-14 1:30PM

Project: Marion County Landfill

Pre-Bid Date: 3-12-14 11:00

Please write Legibly

Name : Jeff Freeman
 Company: LAURA ITA
 Address: 302 DENTS Run Road
MORGANTOWN WV
26501
 Phone #: 304 288 1049
 Fax #: 304 292 4606
 Email : Freeman@LAURAITA.COM

Name : _____
 Company: _____
 Address: _____

 Phone# : _____
 Fax # : _____
 Email : _____

Name : Rick Kerelkes
 Company: FEE
 Address: PO Box 705
Scott Depot WV
25560
 Phone #: 304 755 8241
 Fax # : _____
 Email : R Kerelkes@Foster Supply .Com

Name : _____
 Company: _____
 Address: _____

 Phone# : _____
 Fax # : _____
 Email : _____

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO Box 13015
Sissonville WV
25360
 Phone #: 304 984 1115
 Fax # : 984-2770
 Email : RCarpenter1030@aol.com

Name : _____
 Company: _____
 Address: _____

 Phone# : _____
 Fax # : _____
 Email : _____

Name : Joe Santangelo
 Company: Lee Supply Company, Inc.
 Address: 305 First Street
Charlesston, Peary, W.Va.

Name : _____
 Company: _____
 Address: _____

 Phone# : _____
 Fax # : _____
 Email : _____

Phone #: (724) 244-9511
 Fax # : (724) 483-0543
 Email : J.Santangelo@leesupply.com



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

Solicitation

NUMBER
DEP16480

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

Kanawha Stone Co.
PO Box 503
Nitro, WV 25143

S
H
I
P
T
O

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

DATE PRINTED
03/26/2014

BID OPENING DATE: 04/15/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT												
				ADDENDUM NO. 1														
				ADDENDUM IS ISSUED:														
				1. TO EXTEND THE TECHNICAL QUESTION SUBMISSION DEADLINE FOR THIS RFQ TO 03/31/2014 AT 2:00PM. EST.														
				2. TO CHANGE THE BID OPENING DATE FOR THIS RFQ TO APRIL 15, 2014 AT 1:30PM. EST.														
				3. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.														
				***** END OF ADDENDUM NO.1 *****														
<table border="1"><tr><td>SIGNATURE</td><td>TELEPHONE</td><td>DATE</td></tr><tr><td><i>Paul W. Shum</i></td><td>304-755-8271</td><td>4/15/2014</td></tr><tr><td>TITLE</td><td>FEIN</td><td>ADDRESS CHANGES TO BE NOTED ABOVE</td></tr><tr><td>Sr. Vice President</td><td>55-053 5003</td><td></td></tr></table>							SIGNATURE	TELEPHONE	DATE	<i>Paul W. Shum</i>	304-755-8271	4/15/2014	TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	Sr. Vice President	55-053 5003	
SIGNATURE	TELEPHONE	DATE																
<i>Paul W. Shum</i>	304-755-8271	4/15/2014																
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE																
Sr. Vice President	55-053 5003																	

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

SOLICITATION NUMBER: DEP16480**Addendum Number: 1**

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. To change the technical question submission deadline to March 31, 2014 at 2:00pm.
2. To change the bid opening date to April 15, 2014 at 1:30pm.
3. To provide Addendum Acknowledgment form.

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.

ATTACHMENT A

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kanawha Stone Company, Inc.
of Nitro, WV, as Principal, and Travelers Casualty and Surety Company of America
of Hartford, CT, a corporation organized and existing under the laws of the State of
CT with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP16480 Marion County Landfill Marion County, WV

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

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

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

1st day of April, 2014.

Principal Corporate Seal

Kanawha Stone Company, Inc.
(Name of Principal)
By Paul W. Lewis
(Must be President or
Vice President)
SENIOR VICE PRESIDENT
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

By Kimberly S. Burdette
Kimberly S. Burdette, Licensed WV Resident Agent Attorney-in-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227002

Certificate No. 005592933

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew K. Teeter, Douglas P. Taylor, Kimberly L. Miles, Christopher A. Michel, and Kimberly S. Burdette

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of August, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 8th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 20 14.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.