



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

State of West Virginia  
Request for Quotation  
32 - Reclamation

Proc Folder: 18321

Doc Description: Addendum No. 02: Rt. 60 Drainage Slide Repair Reclamation

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-08	2014-12-23 13:30:00	CRFQ 0313 DEP1500000022	3

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Carpenter Reclamation Inc.  
P.O. Box 13015  
Sissonville, WV 25360

304-984-1115

12/23/14 13:19:23  
West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins  
(304) 558-2157  
beth.a.collins@wv.gov

\$ 225,755.00  
(including Add 1 & 2)  
Bid Sheet in this  
Addendum

Signature X

Kelley Carpenter

FEIN # 55-0693493

DATE 12-23-14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization & Demobilization Min 8% to Max 10% of Total Bid	1	LS	LS	19,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Mobilization & Demobilization Min 8% to Max 10% of Total Bid

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Layout (Limited to 5% of Total Bid)	1.00000	LS	LS	10,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Construction Layout (Limited to 5% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Quality Control (Limited to 3% of Total Bid)	1.00000	LS	LS	3,000.00



Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Quality Control (Limited to 3% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Site Preparation (Limited to 10% of Total Bid)	1.00000	LS	LS	20,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Site Preparation (Limited to 10% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5 4.1	Gravel Drive Rehabilitation	500.00000	TON	30.00	15,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Gravel Drive Rehabilitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>6</del> 5	Silt Fence Sediment Control	400.00000	LF	4.00	1,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Silt Fence Sediment Control

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>7</del> 5.1	Stone Construction Entrance (70' x 12' Width)	25.00000	TON	35.00	875.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Stone Construction Entrance (70' x 12' Width)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>8</del> 5.2	Rock Check Dam	5.00000	EA	1,000.00	5,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Rock Check Dam

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9- 6	Revegetation	1.00000	LS	LS	6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10- 7	8" Grouted Riprap Channel	200.00000	LF	60.00	12,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
8" Grouted Riprap Channel

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>11</del> 7.1	Grout Key	3.00000	EA	300.00	900.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Grout Key

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>12</del> 8.1	Unclassified Excavation	1.00000	LS	LS	30,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Unclassified Excavation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>13</del> 9.0	8 x 36 H-Beam Steel Piling and Walers	765.00000	LF	70.00	53,550.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8 x 36 H-Beam Steel Piling and Walers

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14- 9.1	3'9" x 6"x 2' Reinforced Concrete Lagging Panels	860.00000	SF	18.00	15,480.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3'9" x 6"x 2' Reinforced Concrete Lagging Panels

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15- 9.2	#4 Clean Stone Backfill	295.00000	TON	35.00	10,325.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

#4 Clean Stone Backfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>16</del> 9.3	8" Schedule 40 Perforated/Non-Perforated Drain	175.00000	LF	11.00	1,925.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8" Schedule 40 Perforated/Non-Perforated Drain Pipe

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>17</del> 11.1	3' x 3' Underdrain (12" PVC SDR-35)	500.00000	LF	35.00	17,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3' x 3' Underdrain (12" PVC SDR-35)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
<del>18</del> 11.2	Underdrain Conveyance Pipe (12" PVC SDR-35)	200.00000	LF	18.00	3,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Underdrain Conveyance Pipe (12" PVC SDR-35)



DEP1500000022	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum No. 02: Rt. 60 Drainage Slide Repair Reclamation	<b>Page</b> <b>10 of</b> <b>10</b>
---------------	---------------------------------------	---	--

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** DEP1500000022

**Addendum Number:** 02

---

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:**

This addendum is issued for the following modifications and revisions:

1. To provide a copy of the mandatory pre-bid sign-in sheet.
2. To provide a copy of answers to vendor submitted questions.
3. To provide a copy of the revised bid sheet.
4. To provide a copy of the bore logs.

The bid opening date will remain the same of December 23, 2014 at 1:30 PM, EST.

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

**Terms and Conditions:**

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

# ATTACHMENT A

## REVISIONS TO SPECIFICATIONS

Article II – Bidding Information – 8.0 “Time of Completion and Liquidated Damages” -  
Time of completion for construction is 60 days. The 365 day time frame is for billing purposes.

Specification 4.3.1 – revise to read “Stone to be placed for “Gravel Drive Rehabilitation” shall conform to the requirements for #1 Stone (1 ½” to 3 1/3” diameter) as described in Table 703.4 of the WVDOT Standard Specifications for Roads and Bridges. Adopted 2000. The Gravel Drive Rehabilitation shall be covered with a minimum of 6” of #1 Stone as approved by the WVDEP. In areas that will not support the stone due to soft conditions, stabilization fabric will be required. The stabilization fabric will be incidental to the Gravel Drive Rehabilitation item. The bid sheet has been revised to reflect the quantity.

Specification 9.2 – revise size of concrete lagging to 3’-9” in length, 2’ in height and 6” thick to match the detail drawings.

## REVISIONS TO DRAWINGS

Sheet 6 revise title of “TYPICAL DETAIL RAILROAD STEEL RETAINING WALL” to “TYPICAL DETAIL STEEL RETAINING WALL”.

## QUESTIONS AND ANSWERS

Q: Will the contractor be responsible for damaging pavement within the access to the site?

A: Yes. The contractor will be responsible for repairing damage to pavement.

Q: How will we handle the power lines when we put in the steel?

A: Contractor is to avoid the power lines. We will not pay for electric line location.

Q: Are there bore logs available to look at.

A: Yes, bore logs are attached.

Q: Will the hammering of rock required in order to drill be incidental to the excavation?

A: Yes. There will be no separate payment for rock excavation required.

Q: Landowner asked what size stone is to be placed on the flat at the bottom of the site? He asked that a larger size be placed.

A: The size of stone is being revised from 1 ½” crusher run to WVDOH No. 1 stone (1 ½” to 3 ½” diameter). The bid sheet has been revised for this size stone.

Route 60 Drainage Slide Repair  
Addendum #2 DEP 17013

**1.0 PROJECT DESCRIPTION**

The project consists of a subsurface investigation for the Rt. 60 Drainage project located in Fayette County, West Virginia. The objective of the investigation was to obtain subsurface data necessary for the design of remedial measures.

**2.0 DRILLING AND SAMPLING PROCEDURES**

A total of six (6) borings were drilled at the subject project (Borings B-1, B-2, B-3, B-3A, B-4 and B-5). The test borings were extended to depths ranging between 13.0 and 20.0 ft. below the ground surface. The test boring locations were chosen and staked by WVDEP personnel.

The test borings were drilled using a track-mounted rotary drilling rig equipped with 3-1/4 inch I.D. hollow stem augers. Standard penetration testing and sampling was performed at 2.5 ft. intervals from the ground surface to refusal on bedrock in Borings B-1, B-3, B-4 and B-5. The standard penetration testing and sampling was performed in accordance with ASTM D-1586. In Borings B-2 and B-3A, the soil overburden was augered without sampling to refusal on bedrock. Following refusal on bedrock, rock coring was performed in all of the borings using a diamond bit and double tube core barrel sampler.

Standard penetration testing is performed by driving a 2.0 inch O.D. split-barrel sampler into the soil with a 140-lb. hammer dropping a distance of 30 inches. The sampler is driven a distance of 18 inches in three 6-inch increments, and the number of blows required to produce the last two 6-inch increments of penetration is termed the Standard Penetration Number or "N" value. These values provide an indication of the consistency or relative density of the soil.

A 1-3/8 inch diameter soil/rock sample was obtained from the borings in conjunction with each penetration test. Soil and rock descriptions, standard penetration numbers, and other pertinent subsurface information are provided on the boring logs. The borings were backfilled with auger cuttings upon completion.

The soil and rock core samples were logged in the field by the drill crew. Soil and rock descriptions and other pertinent subsurface information are provided on the boring logs. The rock core recovery percentage and rock quality designation (RQD) values were measured in the field for each run of rock coring performed. The RQD is the percentage of rock cored which is retrieved in pieces four inches or greater in length. The RQD values can be compared to published information to quantify the quality of the bedrock.

### **3.0 SUBSURFACE CONDITIONS**

Test boring logs providing detailed information at each boring location are located in the back of this report. A summary of the subsurface conditions encountered at the site follows:

#### **3.1 SOIL/BEDROCK CONDITIONS**

Soil overburden at the boring locations consisted of sandy clay with numerous rock and coal fragments. The clay soil extended to the top of bedrock at depths ranging from approximately 3.0 ft. in Boring B-1 to 9.0 ft. in Boring B-3A. Beneath the soil overburden, bedrock consisted primarily of sandstone. A stratum of sandy shale was also encountered above the sandstone in Borings B-1 and B-5. All of the borings were noted to be dry within the soil overburden portion of the borehole.

---

*Boring Logs*

---

---



 <b>NGE</b> Environmental & Geotechnical Engineering Solutions		Project Name: <b>Rt. 60 Drainage Fayette County, West Virginia</b>				BORING NO.					
		Project Number: <b>W13069</b>				B-1					
Depth, feet	Sample Type	Symbol / USCS	Location:      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	Silt and Clay %	PL(%)      NM(%)      LL(%) 		
			Surface El.: --- <div style="display: flex; justify-content: space-around; font-size: small;"> <div> <input checked="" type="checkbox"/> Split Spoon  <input type="checkbox"/> Rock Core         </div> <div> <input checked="" type="checkbox"/> Shelby Tube  <input type="checkbox"/> Bag Sample         </div> </div>						● SPT bpf 10    20    30    40		
MATERIAL DESCRIPTION											
5	X	Hatched	Brown <b>SANDY CLAY</b> with rock and coal fragments				2-3-9				
	X	Wavy	Brown and gray <b>SANDY SHALE</b>		3.0		5-13-39				>>
	X	Dotted	Brown <b>SANDSTONE</b>		6.0		13-11-40				>>
	X	Dotted					50/3"				>>
10	X	Solid Black	- auger refusal @ 9.0 ft. - gray, hard from 9.0 ft.			93	70				
15						100	90				
17.0			Bottom of Test Boring @ 17.0 ft.								
20											
25											
30											
Completion Depth: <b>17.0 ft.</b> Date Boring Started: <b>5/23/13</b> Date Boring Completed: <b>5/23/13</b> Engineer/Geologist: <b>CEM</b> Driller: <b>NGE</b>			Remarks: Boring was noted to be dry during Standard Penetration Testing  Depth to Water @ 24 hrs.: ---								

BASIC NGE LOG W13069 LOGS.GPJ NGEI LOG GDT 6/4/13

Novel Geo-Environmental

 The stratification lines represent approximate strata boundaries.  
 In situations, the transition may be gradual.

 <b>NGE</b> Environmental & Geotechnical Engineering Solutions		Project Name: <b>Rt. 60 Drainage Fayette County, West Virginia</b>				BORING NO.						
		Project Number: <b>W13069</b>				B-2						
Depth, feet	Sample Type	Symbol / USCS	Location:      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	Silt and Clay %	PL(%)      NM(%)      LL(%) 			
			Surface El.: ---						● SPT bpf			
			MATERIAL DESCRIPTION						10	20	30	40
		[Hatched Box]	Brown <b>SANDY CLAY</b> with rock and coal fragments									
		[Diagonal Lines Box]	Brown and gray <b>SANDSTONE</b>									
5			- auger refusal @ 5.0 ft.		73	0						
10					96	44						
			Bottom of Test Boring @ 13.0 ft.									
15												
20												
25												
30												

Completion Depth: **13.0 ft.**

Date Boring Started: **5/23/13**

Date Boring Completed: **5/23/13**

Engineer/Geologist: **CEM**

Driller: **NGE**

Remarks:

Depth to Water @ 24 hrs.: ---

BASIC NGE LOG W13069 LOGS.GPJ NGELOG.GDT 8/4/13

Novel Geo-Environmental

 The stratification lines represent approximate strata boundaries.  
 In situations, the transition may be gradual.

<b>NGE</b> Environmental & Geotechnical Engineering Solutions			Project Name: <b>Rt. 60 Drainage Fayette County, West Virginia</b>				<b>BORING NO.</b>				
			Project Number: <b>W13069</b>				<b>B-3</b>				
Depth, feet	Sample Type	Symbol / USCS	Location:      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	Silt and Clay %	PL(%)      NM(%)      LL(%) 		
			Surface El.: —						● SPT bpf 10    20    30    40		
			<b>MATERIAL DESCRIPTION</b>								
			Brown <b>SANDY CLAY</b> with rock and coal fragments				2-3-4				
			- auger refusal @ 5.0 ft.		5.0		5-5-4				
5			Brown and gray <b>SANDSTONE</b>				50/5"				
					92	19					
10					100	56					
			- clay seam @ 15.0 ft.		100	42					
15			Bottom of Test Boring @ 15.4 ft.		15.4						
20											
25											
30											

Completion Depth: **15.4 ft.**

Date Boring Started: **5/23/13**

Date Boring Completed: **5/23/13**

Engineer/Geologist: **CEM**

Driller: **NGE**

Remarks: Boring was noted to be dry during Standard Penetration Testing

Depth to Water @ 24 hrs.: —

BASIC NGE LOG W13069 LOGS.GPJ NGELOG.GDT 8/4/13

Novel Geo-Environmental

 The stratification lines represent approximate strata boundaries.  
 In situations, the transition may be gradual.

<b>NGE</b> Environmental & Geotechnical Engineering Solutions			Project Name: <b>Rt. 60 Drainage Fayette County, West Virginia</b>				BORING NO.							
			Project Number: <b>W13069</b>				B-3A							
Depth, feet	Sample Type	Symbol / USCS	Location:      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	Silt and Clay %	PL(%)      NM(%)      LL(%) 					
			Surface El.: ---											
			<input checked="" type="checkbox"/> Split Spoon <input checked="" type="checkbox"/> Shelby Tube <input type="checkbox"/> Rock Core <input type="checkbox"/> Bag Sample											
MATERIAL DESCRIPTION														
5		[Hatched Box]	Brown <b>SANDY CLAY</b> with rock and coal fragments											
10		[Wavy Box]	Brown and gray <b>SANDSTONE</b>		83	47								
15					100	25								
20			Bottom of Test Boring @ 20.0 ft.		75	25								
25														
30														

Completion Depth: **20.0 ft.**

Date Boring Started: **5/23/13**

Date Boring Completed: **5/23/13**

Engineer/Geologist: **CEM**

Driller: **NGE**

Remarks:

Depth to Water @ 24 hrs.: ---

BASIC NGE LOG W13069 LOGS.GPJ NGELOG.GDT 6/4/13

Novel Geo-Environmental

 The stratification lines represent approximate strata boundaries.  
 In situations, the transition may be gradual.

 <b>NGE</b> Environmental & Geotechnical Engineering Solutions		Project Name: <b>Rt. 60 Drainage Fayette County, West Virginia</b>				<b>BORING NO.</b>				
		Project Number: <b>W13069</b>				<b>B-4</b>				
Depth, feet	Sample Type	Symbol / USCS	Location:      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	Silt and Clay %	<div style="display: flex; justify-content: space-around; align-items: center;"> <div>PL(%)      NM(%)      LL(%)</div> <div style="text-align: center;">             ● SPT bpf         </div> </div>	
			Surface El.: ---							
			<div style="display: flex; justify-content: space-around;"> <div>  Split Spoon     Shelby Tube   Rock Core     Bag Sample         </div> </div>							
<b>MATERIAL DESCRIPTION</b>										
5	X	X	Brown <b>SANDY CLAY</b> with rock fragments  - very rocky (0.0 - 1.5 ft.)				3-6-5		10	
	X	X					7-7-4		20	
	X	X					5-5-8		30	
	X	X					50/2"		40	
10	X	X	Brown <b>SANDSTONE</b>  - gray and brown from 10.0 ft.		100	67			>>	
15	X	X			100	86				
18.0			Bottom of Test Boring @ 18.0 ft.							
20										
25										
30										

BASIC NGE LOG W13069 LOGS.GPJ NGELOG.GDT 6/4/13

Completion Depth:	<b>18.0 ft.</b>
Date Boring Started:	<b>5/23/13</b>
Date Boring Completed:	<b>5/23/13</b>
Engineer/Geologist:	<b>CEM</b>
Driller:	<b>NGE</b>

Remarks: Boring was noted to be dry during Standard Penetration Testing

Depth to Water @ 24 hrs.: ---

Novel Geo-Environmental

 The stratification lines represent approximate strata boundaries.  
 In situations, the transition may be gradual.

 <b>NGE</b> Environmental & Geotechnical Engineering Solutions		Project Name: <b>Rt. 60 Drainage Fayette County, West Virginia</b>				<b>BORING NO.</b>			
		Project Number: <b>W13069</b>				<b>B-5</b>			
Depth, feet	Sample Type	Symbol / USCS	Location:                      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	Silt and Clay %	<div style="display: flex; justify-content: space-around; align-items: center;"> <div>PL(%)                      NM(%)                      LL(%)</div> <div style="text-align: center;">             ● SPT bpf         </div> </div>
			Surface El.: --- <div style="display: flex; justify-content: space-around;"> <div>  Split Spoon   Rock Core         </div> <div>  Shelby Tube   Bag Sample         </div> </div>						
<b>MATERIAL DESCRIPTION</b>									
5	X	X	Brown <b>SANDY CLAY</b> with rock fragments  - very rocky (0.0 - 1.5 ft.)		7.5	33	3-5-5	10	●
	X	X					2-3-4		●
	X	X					7-8-6		●
10	X	X	Brown and gray <b>SANDY SHALE</b> , weathered		10.0	90	16-33-50/4"	20	●
	X	X	Brown <b>SANDSTONE</b>		18.0		36		30
15	X	X	- brown and gray, fractured (15.0 - 18.0 ft.)		88	36		40	●
	X	X	Bottom of Test Boring @ 18.0 ft.						>>>
20									
25									
30									

BASIC NGE LOG W13069 LOGS.GPJ NGELOG.GDT 8/4/13

Completion Depth:	<b>18.0 ft.</b>
Date Boring Started:	<b>5/23/13</b>
Date Boring Completed:	<b>5/23/13</b>
Engineer/Geologist:	<b>CEM</b>
Driller:	<b>NGE</b>

 Remarks: **Boring was noted to be dry during Standard Penetration Testing**

Depth to Water @ 24 hrs.: ---

Novel Geo-Environmental

 The stratification lines represent approximate strata boundaries.  
 In situations, the transition may be gradual.

CRFQ DEP 1500000022

## DEP17013

**Contractor's Bid Sheet - Addendum #12**

**Carpenter Reclamation Inc.**

**P.O. Box 13015**

**Sissonville, WV 25360**

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

[illegible]



CRFG DEP 15\*22

## SIGN IN SHEET

Page \_\_\_\_ of

Request for Proposal No.

DEP 17013

Rt 60 Drainage &amp; Slide PLEASE PRINT

Date: November 18, 2014

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN Mountain Company</u>	<u>511 50<sup>th</sup> ST</u>	PHONE <u>304-925-0253</u>
Rep: <u>David H. Bowman</u>	<u>CHAS WV</u>	TOLL FREE
Email Address: <u>DHB 722c@yahoo.com</u>	<u>25304</u>	FAX <u>304-925-9280</u>
Company: <u>TRI County Leasing</u>		PHONE <u>304-239-2770</u>
Rep: <u>Tommy Moore</u>		TOLL FREE <u>304-785-0210</u>
Email Address: <u>tlmoore4969@yahoo.com</u>		FAX <u>304-239-2724</u>
Company: <u>David L Ryden Construction Inc</u>		PHONE <u>304-536-9383</u>
Rep: <u>NOEL Ryden</u>		TOLL FREE
Email Address: <u>RydenConstruction &amp; Sudden Link made 1.com</u>		FAX <u>304-536-9381</u>
Company: <u>McCourt &amp; Son Const.</u>	<u>5802 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>Gray Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wirefire.com</u>		FAX <u>304 765-5293</u>
Company: <u>ALCON WE</u>	<u>124 PHILLIPS LANE</u>	PHONE <u>304 731 0190</u>
Rep: <u>DAVID IRLE</u>	<u>BEAVER WV 25813</u>	TOLL FREE
Email Address: <u>DIRLE CACI-WV.COM</u>		FAX <u>304 255 4232</u>

CRFQ DEP 15\*22

## SIGN IN SHEET

Page \_\_\_\_ of

Request for Proposal No.

DEP 17013

Rt 60 Drainage &amp; Slide PLEASE PRINT

Date: November 18, 2014

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: J F Allen Co	PO Box 2049	PHONE 304 472 8896
Rep: JAMES ALLEN	Buckhannon WV	TOLL
Email Address: JAMES.ALLEN@JFALLENCO.COM	26201	FREE
		FAX 304 472 8897
Company: Thornton Const Co	PO Box 13279	PHONE 304 984 2229
Rep: Dale Thornton	Charleston WV	TOLL
Email Address: Thornton Const Co@gmail.com	25360	FREE
		FAX 304 984 2834
Company: Carpenter Reelanders	PO Box 13015	PHONE 304-984-1115
Rep: Randy Carpenter	Boonville, WV	TOLL
Email Address: Rcarpen103@aol.com	25360	FREE
		FAX 984-2770
Company: BILCO CONSTRUCTION	305 WESTPORT DR	PHONE 304-618-6699
Rep: CHAD TINKER	South CHARLESTON, WV	TOLL
Email Address: CHADTINKER@CO FRONTIER.COM		FREE 304-565-3007
		FAX
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX

(100)  
Date  
1/2/14

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP1500000022**

**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.

Carpenter Reclamation, Inc.  
Company

Kelley Carpenter  
Authorized Signature

12-23-14  
Date

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

Revised 6/8/2012



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

State of West Virginia  
Request for Quotation  
32 - Reclamation

Proc Folder: 18321

Doc Description: Addendum No. 01: Rt. 60 Drainage Slide Repair Reclamation

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-04	2014-12-23 13:30:00	CRFQ 0313 DEP1500000022	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Carpenter Reclamation Inc.  
P.O. Box 13015  
Sissonville, WV 25360

304-984-1115

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins

(304) 558-2157

beth.a.collins@wv.gov

Signature X

*Kelly Carpenter*

FEIN #

55-0693493

DATE

12-23-14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization & Demobilization Min 8% to Max 10% of Total Bid				

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Mobilization & Demobilization Min 8% to Max 10% of Total Bid

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Layout (Limited to 5% of Total Bid)	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Construction Layout (Limited to 5% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Quality Control (Limited to 3% of Total Bid)	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Quality Control (Limited to 3% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Site Preparation (Limited to 10% of Total Bid)	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Site Preparation (Limited to 10% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Gravel Drive Rehabilitation	235.00000	TON		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Gravel Drive Rehabilitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Silt Fence Sediment Control	400.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Silt Fence Sediment Control

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Stone Construction Entrance (70' x 12' Width)	25.00000	TON		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Stone Construction Entrance (70' x 12' Width)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Rock Check Dam	5.00000	EA		



Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Rock Check Dam

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Revegetation	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	8" Grouted Riprap Channel	200.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8" Grouted Riprap Channel

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Grout Key	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Grout Key

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Unclassified Excavation	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Unclassified Excavation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	8 x 36 H-Beam Steel Piling and Walers	765.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8 x 36 H-Beam Steel Piling and Walers

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3'9" x 6"x 2' Reinforced Concrete Lagging Panels	860.00000	SF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3'9" x 6"x 2' Reinforced Concrete Lagging Panels

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	#4 Clean Stone Backfill	295.00000	TON		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

#4 Clean Stone Backfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	8" Schedule 40 Perforated/Non-Perforated Drain	175.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8" Schedule 40 Perforated/Non-Perforated Drain Pipe

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3' x 3' Underdrain (12" PVC SDR-35)	500.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3' x 3' Underdrain (12" PVC SDR-35)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Underdrain Conveyance Pipe (12" PVC SDR-35)	200.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Underdrain Conveyance Pipe (12" PVC SDR-35)

DEP1500000022	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum No. 01: Rt. 60 Drainage Slide Repair Reclamation	<b>Page</b> <b>10 of</b> <b>10</b>
---------------	---------------------------------------	---	--

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CRFQ DEP1500000022

**Addendum Number:** 01

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

This addendum is issued to change the buyer. The new buyer is Beth A. Collins and may be reached at (304) 558-2157 or email [beth.a.collins@wv.gov](mailto:beth.a.collins@wv.gov).

The bid opening date will change to December 23, 2014 at 1:30 PM, EST.

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP1500000**

**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 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.

Carpenter Reclamation Inc.  
 Company

Kelley Carpenter  
 Authorized Signature

12-23-14  
 Date

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





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

State of West Virginia  
Request for Quotation  
32 — Reclamation

Proc Folder: 18321

Doc Description: Rt. 60 Drainage Slide Repair - Reclamation Proj DEP17013

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-16	2014-12-09 13:30:00	CRFQ 0313 DEP1500000022	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Carpenter Reclamation Inc.  
P.O. Box 13015  
Sissonville, WV 25360

304-984-1115

FOR INFORMATION CONTACT THE BUYER

Frank Whittaker

(304) 558-2316

frank.m.whittaker@wv.gov

Signature X

*Kelly Carpenter*

FEIN #

55-0693493

DATE

12-23-14

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization & Demobilization Min 8% to Max 10% of Total Bid				

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Mobilization & Demobilization Min 8% to Max 10% of Total Bid

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Layout (Limited to 5% of Total Bid)	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Construction Layout (Limited to 5% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Quality Control (Limited to 3% of Total Bid)	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Quality Control (Limited to 3% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Site Preparation (Limited to 10% of Total Bid)	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Site Preparation (Limited to 10% of Total Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Gravel Drive Rehabilitation	235.00000	TON		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Gravel Drive Rehabilitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Silt Fence Sediment Control	400.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Silt Fence Sediment Control

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Stone Construction Entrance (70' x 12' Width)	25.00000	TON		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Stone Construction Entrance (70' x 12' Width)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Rock Check Dam	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Rock Check Dam

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Revegetation	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	8" Grouted Riprap Chennel	200.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8" Grouted Riprap Chennel

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Grout Key	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Grout Key

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Unclassified Excavation	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Unclassified Excavation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	8 x 36 H-Beam Steel Piling and Walers	765.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8 x 36 H-Beam Steel Piling and Walers

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3'9" x 6"x 2' Reinforced Concrete Lagging Panels	860.00000	SF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3'9" x 6"x 2' Reinforced Concrete Lagging Panels

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	#4 Clean Stone Backfill	295.00000	TON		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

#4 Clean Stone Backfill



INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	8" Schedule 40 Perforated/Non-Perforated Drain	175.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

8" Schedule 40 Perforated/Non-Perforated Drain Pipe

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3' x 3' Underdrain (12" PVC SDR-35)	500.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3' x 3' Underdrain (12" PVC SDR-35)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Underdrain Conveyance Pipe (12" PVC SDR-35)	200.00000	LF		



Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Underdrain Conveyance Pipe (12" PVC SDR-35)

DEP1500000022	<b>Document Phase</b> Draft	<b>Document Description</b> Rt. 60 Drainage Slide Repair - Reclamation Proj DEP17013	<b>Page</b> 10 of 10
---------------	--------------------------------	--	----------------------------

# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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:

November 18, 2014 at 10:00 AM, EST AT THE SITE. THE SITE IS LOCATED IN SMITHERS, FAYETTE COUNTY ALONG U.S. RT. 60. TRAVELING WEST ON RT. 60, THE PROBLEM AREAS ARE LOCATED BEHIND MOUNTAINEER MANUFACTURING AND TUDORS BISCUIT WORLD IN SMITHERS.

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.

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: RT 60 RECLAMATION

BUYER: Greg Clay

SOLICITATION NO.: CRFQ 0313 DEP1500000022

BID OPENING DATE: DECEMBER 9, 2014

BID OPENING TIME: 1:30 PM, EST.

FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: DECEMBER 9, 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.

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 contract award 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.

- 17. 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.

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 should be submitted to the Purchasing Division 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 or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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 365 days.

- ☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

- ☐ **Other:** See attached.

☒ **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 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 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.

☒ **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:** In the amount of \$2,000,000.00 \_\_\_\_\_ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☒ \$2,000,000.00 Aggregate

☒ \$2,000,000.00 Automobile Liability

☐

☐

☐

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 also 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.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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



**29. 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>.

**30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

**31. 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.

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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. 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.

**43. 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.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

**WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF ABANDONED MINE LANDS**  
**AND RECLAMATION**

-----  
**COUNTY**

**OF**

**FAYETTE**  
-----

**NAME OF PROJECT**

**ROUTE 60 DRAINAGE SLIDE REPAIR**  
-----

**NOTICE**

**ALL PAPERS BOUND WITH OR ATTACHED TO**  
**THE BID FORM ARE A NECESSARY PART**  
**THEREOF AND MUST NOT BE DETACHED**

## **ARTICLE I - DEFINITIONS**

## ARTICLE I - DEFINITIONS

- 14.0 "Work" shall be understood to mean and include any and all of the labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by and required to complete the contract.

## ARTICLE II - BIDDING INFORMATION

### Sections Included:

- 1.0 Receipt & Opening of Bids.
- 2.0 Eligibility Requirement of Bidders.
- 3.0 Preparation of Bid.
- 4.0 Method of Bidding.
- 5.0 Qualifications of Bidders.
- 6.0 Sub-Contracts.
- 7.0 Forfeiture of Bid Security For Failure to Enter Into Contract.
- 8.0 Time of Completion & Liquidated Damages.
- 9.0 Addenda & Interpretations.
- 10.0 Conditions of Work.
- 11.0 Obligations of Bidders.
- 12.0 Method of Award.



## **5.0 QUALIFICATIONS OF BIDDERS**

DEP may make such investigations as it deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to DEP all such information and data for this purpose as DEP may request. DEP reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy DEP that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

## **6.0 SUB-CONTRACTS**

Any person, firm or other party whom the Contractor proposes to award a sub-contract under this contract must be acceptable to DEP.

## **7.0 FORFEITURE OF BID SECURITY FOR FAILURE TO ENTER INTO CONTRACT**

Should the apparent successful bidder fail or refuse to execute and deliver its required bonds for any reason within fourteen (14) days after receiving notice of the acceptance of its bid, the security deposited with its bid shall be forfeited.

## **8.0 TIME OF COMPLETION & LIQUIDATED DAMAGES**

The successful bidder agrees to schedule with the DEP a Pre-Construction Conference within twenty-one (21) calendar days of the purchase order date. The successful bidder agrees to commence work on a date specified in a "Notice to Proceed" issued by the DEP and to fully complete the project within 365 calendar days from said date. Said date shall be set within ten (10) calendar days of the Pre-Construction Conference date. The Contractor must contact the DEP within 10 days of receiving the Purchase Order in order to schedule the Pre-Construction Conference. A Notice to Proceed may be delayed due to adverse weather conditions with written approval from the Construction Administrator. If the contractor fails to complete the work within the time specified in the contract, or any extension thereof, Contractor shall pay to DEP as liquidated damages the sum of two hundred and fifty dollars (\$250) for each day of delay.

OMB #1029-0119  
Expiration Date: 1/31/16

### AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16. When possible, please type your information onto this form to reduce errors on our end. **NOTE: Signature and date this form is signed must be recent (within the last month) to be considered for a current bid**

#### Part A: General Information

Business Name: Carpenter Reclamation, Inc. Tax Payer ID No.: 55-6693493  
Address: P.O. Box 13015  
City: Charleston State: WV Zip Code: 25360 Phone: 304 984-1115  
Fax No.: 304 984-2770 E-mail address: rcarpen103@aol.com

#### Part B: Legal Structure

(☒) Corporation ( ) Sole Proprietorship ( ) Partnership ( ) LLC  
( ) Other (please specify) \_\_\_\_\_

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, Kelley Carpenter, have the express authority to certify that:  
(print name)

1. ☒ Information on the attached Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. \_\_\_\_\_ Part of the information on the attached Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. \_\_\_\_\_ Our business currently is not listed in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

12-23-14 Kelley Carpenter President  
Date Signature Title

**IMPORTANT!** In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at <https://avss.osmre.gov>.

**ARTICLE III - GENERAL CONDITIONS**

## ARTICLE III - GENERAL CONDITIONS

### 1.0 ENUMERATION OF CONTRACT DOCUMENTS

#### 1.1 Drawings

Construction drawings (7 sheets) for the reclamation of the project as prepared by for the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation, 601 57th Street, SE, Charleston, West Virginia 25304-2345, Telephone (304) 926-0485.

#### 1.2 Specifications

See Index

#### 1.3 Addenda

No. <u>1</u>	Date <u>12-4-14</u>
No. <u>2</u>	Date <u>12-8-14</u>
No. _____	Date _____
No. _____	Date _____

### 2.0 CORRELATION OF DOCUMENTS

- 2.1 The intent of the contract documents is to include all labor, materials, equipment, operations and transportation necessary for the proper execution and completion of the work. The contract documents are complementary and what is required by one is required by all.
- 2.2 The Contractor shall carefully study and compare the contract documents and shall at once report to DEP any error, inconsistency or omission it may discover. Contractor shall not proceed with the work affected by such error, inconsistency, or omission until resolved to the satisfaction of itself and DEP.
- 2.3 The drawings and specifications are correlative and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings and be included in the specifications, and be required to complete the work under the contract, it shall be executed as if shown on both and contained in both; except that it is not intended that items or work not applicable or required be provided unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.
- 2.4 In case of disagreement or conflict between drawings and specifications, or inconsistencies, errors, or if omissions be discovered in the drawings and specifications, or if in any part the meaning of either or both shall be considered obscure or uncertain, the Director or his/her authorized

### **ARTICLE III - GENERAL CONDITIONS**

of a trade guarantee custom or a special guarantee provision, the work, both as to the materials and workmanship, shall upon acceptance of final payment by the Contractor be considered guaranteed by the Contractor for one (1) year from the date of the acceptance of the work. Neither the final acceptance nor the final payment shall relieve the Contractor of responsibility for negligence or faulty materials, and for defects appearing within the guarantee period shall be remedied at the expense of the Contractor upon written notice.

- 5.2 During the one-year guarantee period, the Contractor will maintain the project to the conditions existing at the date of the acceptance of the work. Any failures due to the negligence or workmanship of the Contractor in any of the work which develop during the guarantee period shall be corrected by the Contractor at its expense.
- 5.3 The one-year guarantee period shall not be construed as being an extension of the performance time allotted for work under the contract.
- 5.4 Guarantees concerning revegetation may be further defined in the technical specifications contained herein.

#### **6.0 SUPERVISION & CONSTRUCTION PROCEDURES**

- 6.1 The Contractor shall supervise and direct the work, using its best skill and attention. It shall be responsible for all construction means, methods, techniques, and procedures, coordinating all portions of the work, and for cooperating with appropriate DEP personnel and with other contractors in every way possible.
- 6.2 The Contractor shall be responsible to DEP for the acts and omissions of its employees, its subcontractors and their agents or employees, and other persons performing any of the work under a contract with the Contractor.
- 6.3 The Contractor will be supplied with five (5) copies of the plans and specifications. It shall have available on the work site at all times one (1) copy of said plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

#### **7.0 PERMITS, LAWS, REGULATIONS, & RIGHTS OF ENTRY**

- 7.1 As indicated in Section 13 of the Special Provisions, the WVDEP-AML has obtained a Construction Storm Water General Permit for this project from WVDEP Division of Water and Waste Management (WVDEP DWWM). The registration for this reclamation project will be modified to include the Contractor as Co-Applicant #1, with the WVDEP-AML being Co-Applicant #2. As such, the Contractor shall assume responsibility for compliance with the terms and conditions of the permit and any future correspondence such as registration renewal invoices, inspection reports, and notices of violation shall be forwarded to the Contractor. Upon award of the contract, the Contractor shall complete a Co-Applicant #1 signature page and submit the completed form to WVDEP-AML prior to scheduling a Pre-Construction Conference.

Upon receipt of the completed form, WVDEP-AML will request the WVDEP DWWM to modify the existing NPDES registration for this project to make the Contractor the Co-Applicant #1 to the permit.



## Co-Applicant #1 Signature Page

Co-Applicant#1: \_\_\_\_\_

New and/or Modification of NPDES Storm Water of Construction Project  
Name: \_\_\_\_\_

BY COMPLETING AND SUBMITTING THIS APPLICATION, I HAVE REVIEWED AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THE GENERAL PERMIT ISSUED ON DECEMBER 05, 2012. I UNDERSTAND THAT PROVISIONS OF THE PERMIT ARE ENFORCEABLE BY LAW, VIOLATION OF ANY TERM AND CONDITION OF THE GENERAL PERMIT AND /OR OTHER APPLICABLE LAW OR REGULATIONS CAN LEAD TO ENFORCEMENT ACTION.

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED ON THIS FORM AND ALL ATTACHMENTS AND THAT, BASED ON MY INQUIRING OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT.

\_\_\_\_\_  
(CO- APPLICANT #1 SIGNATURE)

\_\_\_\_\_  
DATE

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

FEIN: \_\_\_\_\_

### ARTICLE III - GENERAL CONDITIONS

- 9.3 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority, bearing on the safety of persons or property, or their protection from damage, injury, or loss.
- 9.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable and adequate safeguards for safety and protection. It shall post danger signs and provide other warnings as required against hazards and dangers to persons and property.
- 9.5 In case of an emergency which threatens injury, loss of life and/or damage to property, the Contractor will be permitted to act, without prior instruction from the Construction Administrator, in a diligent manner. It shall notify the Construction Supervisor immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Construction Supervisor for verification and approval by the Construction Administrator.

Where the Contractor has not taken action, but has notified the Construction Administrator of an emergency threatening injury to persons or damage to the work or any adjoining property, it shall act as instructed or authorized by the Construction Administrator.

The amount of reimbursement claimed by the Contractor for work arising out of any emergency situation shall be determined by the Director or his/her authorized representative.

- 9.6 The Contractor shall be responsible for the verification of existing utilities that may be affected by its work in the project area. It shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures during the performance of the work.

#### 10.0 INSURANCE & WORKER'S COMPENSATION

##### 10.1 Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance.

The Contractor shall maintain insurance as follows:

- (a) Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$2,000,000.00 for bodily injury and property damage for each occurrence and not less than \$2,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

- (b) Contractor shall either (1) require each of the subcontractors to procure and to maintain, during the life of its subcontract, subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in paragraph (a) above, or (2) insure the activities of its subcontractors in its own policy.



### ARTICLE III - GENERAL CONDITIONS

**11.2 During the performance of this contract, the Contractor agrees as follows:**

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice, to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.
- (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (c) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Presidential Executive Order #11246 of September 24, 1965 (hereinafter "Executive Order #11246"), as amended by Presidential Executive Order #11375 and supplemented by U.S. Department of Labor regulations 41 CFR Part 60 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Contractor will comply with all provisions of Executive Order #11246, and with all of the applicable rules, regulations, and relevant orders of the U.S. Secretary of Labor (hereinafter "Secretary of Labor").
- (e) Contractor will furnish all information and reports required by Executive Order #11246, and by the applicable rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. These provisions shall also apply to DEP or employees of the Federal Government or their designated representatives for the purpose of making audits, examinations, excerpts, or transcriptions.
- (f) In the event of the Contractor's noncompliance with these nondiscrimination clauses, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order #11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order #11246, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.



## ARTICLE III - GENERAL CONDITIONS

- (n) **Legal Remedies.** Unless otherwise provided by law or elsewhere in this contract, all claims, counter-claims, disputes and other matters in question between DEP and the Contractor arising out of, or relating to, this contract or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia.

### 11.3 **Wages.**

Attention is called to the prevailing rates of wages to be paid for labor on public improvements in Fayette County, West Virginia, as determined by the West Virginia Department of Labor. A copy of wage rates shall be posted in a conspicuous location on the job site. Copies of the wage rates are included herein, however, it is the responsibility of the Contractor to pay the wage rate in effect when the project was bid. The Contractor is to maintain and have available for inspection by DEP, upon request, certified copies of its payrolls.

The contractor/subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for various county, pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates, please refer to <http://www.sos.wv.gov>

### 12.0 **SUBCONTRACTORS**

- 12.1 Unless otherwise required by the contract documents, the Contractor, as soon as practicable after award of the contract, shall furnish DEP in writing the names of subcontractors (including those who are to furnish materials or equipment fabricated to special design) proposed for performing portions of the work.
- 12.2 DEP reserves the right to disapprove any proposed subcontractor whose record of performance does not establish its experience, competence, and financial ability to perform the work for which it is proposed. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and DEP.

### 13.0 **TIME**

- 13.1 The date of commencement of work is the date established in a written "Notice to Proceed" issued by DEP to the Contractor. The date of completion shall be the date that DEP finds the work acceptable under the contract documents and the contract fully performed.

### ARTICLE III - GENERAL CONDITIONS

#### 14.2 Schedule of Values.

Before submitting its first Application for Payment, the Contractor shall submit to DEP a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy, as DEP may require. This schedule shall be used only as a basis for the Contractor's Applications for Payment.

#### 14.3 Progress Estimates, Applications for Payment.

- (a) On the fifteenth (15th) and thirtieth (30th) day of each month during which progress has been made on the work under the contract by the Contractor toward final completion of the work hereunder, DEP may require the Contractor to prepare an itemized estimate of the amount of work performed since the date of the last preceding estimate and Application for Payment. DEP may request that the Contractor submit such estimate along with supporting documentation in the form of certified payrolls (not to include social security numbers), material invoices, weight slips, and Applications for Payment. Contractor is to maintain and have available such records for inspection by DEP upon request.
- (b) Upon approval by DEP of the Application and Certificate for Payment, DEP shall, as soon thereafter as practicable, process for the Contractor as a progress payment a sum equal to the contract value of the work performed since the last preceding estimate and Application for Payment, in accordance with Paragraphs 14.4 and 14.5 of this Section, less the aggregate of previous payments.
- (c) No Certificate for a progress payment, nor any progress payment, shall constitute acceptance or be deemed or construed as acceptance of any part of the work not in accordance with the contract documents.
- (d) The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to DEP upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the Contractor or otherwise imposed by the Contractor or such other person.

### ARTICLE III - GENERAL CONDITIONS

- (c) The processing of final payment and the processing of payment of retained percentage shall constitute a waiver of all claims by DEP except those arising from:
  - (i) Unsettled liens.
  - (ii) Faulty or defective work appearing after final completion.
  - (iii) Failure of the work to comply with requirements of the contract documents.
  - (iv) Terms of any special warranties required by the contract documents.
- (d) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligation under the contract documents, or the Performance Bond, and the Labor and Material Payment Bond. (See 15.1 below.)

#### 14.6 Application for Payment Forms.

Bound herewith on the following pages are sample Application and Certificate for Payment forms which the Contractor shall use in the submittal of progress estimate Applications for Payment to DEP.

DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE ABANDONED MINE LANDS & RECLAMATION

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT

AML-7A  
Revised 6/00

Project Name: \_\_\_\_\_ Application No: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_ pages

BID SCHEDULE PER CONTRACT

UNITS THIS  
APPLICATION

TOTAL COMPLETED AND STORED TO DATE

ITEM #  
A

DESCRIPTION  
B

UNITS  
C

UNIT BID  
PRICE  
D

UNITS  
E

UNITS  
F

COST  
G=(DxF)

SUBTOTAL OR TOTAL

### ARTICLE III - GENERAL CONDITIONS

- (c) The cost or credit to DEP resulting from a change in the work shall be determined in one or both of the following ways:
    - (i) By mutual acceptance of a lump sum properly itemized.
    - (ii) By unit prices stated in the contract documents or subsequently agreed upon.
  - (d) If none of the methods set forth in 16.1(c) above is agreed upon, or the work to be performed is agreed by DEP and Contractor to be of such nature that it cannot be estimated in advance with sufficient exactness for mutual agreement, then DEP may direct the Contractor to perform the work by change order in accordance with the following provisions, and the Contractor shall promptly proceed with the work:
    - (i) The work shall then be performed for an amount equal to the actual and necessary net cost to the Contractor for material and labor cost necessarily used therein, including all taxes and delivery costs for materials, all required extra costs on labor, plus cost for superintendents, power, use of tools, equipment, plant, plus the Contractor's normal charge under the contract for overhead and profit. The Contractor shall keep and present to DEP for inclusion in the change order complete itemized accounting for all materials, complete identified time and payment records for all employees, and workmen actually performing the work covered by the change order, the cost accounting of work performed by subcontractors for work covered by the change order. DEP reserves the right to require verifications of all costs covered under the change order.
    - (ii) The amount of credit to be allowed by the Contractor to DEP for any deletion or change which results in a net decrease in the contract sum will be the actual net cost. When both additions and credits covering related work or substitutions are involved in one change, the allowance for overhead and profit shall be figured only on the basis of the increase, if any, with respect to that change.
- 16.2 The Director is the only individual who can execute a change order committing DEP to the expenditure of public funds. No person other than the Director or his/her authorized representative can make any changes to the terms, conditions, contract clauses, or other stipulations of this contract.

The Contractor shall not accept any instructions issued by any person other than the Director or his/her authorized representative regarding changes in the work under the contract which affect the contract sum and/or contract time. No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Director or his/her authorized representative, which may be received from any person employed by DEP or otherwise, shall be considered grounds for deviation from any stipulation of the contract.

### ARTICLE III - GENERAL CONDITIONS

non-conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the contract documents at no cost to DEP. If the Contractor fails to correct such defective or non-conforming work, DEP may correct it in accordance with Section 17.3 below or Section 11.2(m) of these General Conditions.

**17.3 Acceptance of Non-Conforming Work.**

If DEP prefers to accept non-conforming work, it may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect an appropriate reduction in the contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

**18.0 ASSIGNMENT OF CONTRACT**

Contractor shall not assign or transfer this contract or sublet it as a whole without having first obtained the written consent of DEP to do so; and it is likewise agreed that the Contractor shall not assign legally or equitably any of the moneys payable to it under the contract, or its claim thereto, without having first obtained the written consent of DEP to do so.

## ARTICLE IV - GENERAL REQUIREMENTS

### Sections Included:

- 1.0 Summary of the Work
- 2.0 Quality Standards, Approvals
- 3.0 Superintendents, Coordination
- 4.0 Project Meetings
- 5.0 Authority & Duties of Inspectors
- 6.0 Shop Drawings, Product Data, Samples
- 7.0 Measurements, Manufacturer's Directions
- 8.0 Lines, Levels, Grades, Layout
- 9.0 Documents, Shop Drawings, Etc., at Site
- 10.0 Storage of Materials
- 11.0 Protection of Work, Damages
- 12.0 Temporary Facilities
- 13.0 Construction Sign
- 14.0 Cleaning and Final Clean-Up
- 15.0 Testing
- 16.0 Project Completion - Certificates



## **ARTICLE IV - GENERAL REQUIREMENTS**

### **2.0 QUALITY STANDARDS, APPROVALS**

- 2.1** Notwithstanding reference in the specifications or on the drawings to any article, item, product, material, equipment, or system by name, brand, make, or manufacturer, such reference shall be intended and interpreted as establishing a standard of quality, and shall not be taken, regarded, or construed as limiting competition.
- 2.2** Any article, item, product, material, equipment, or system which will perform adequately and satisfactorily the duties imposed by the general design will be considered equally acceptable to that specified or referenced, providing the article, item, product, material, equipment, or system so proposed is equal in quality, substance, design, manufacture, function and performance as that specified or referenced, and adjudged and determined to be so in the opinion of the Construction Supervisor and is approved by him/her. The approval of the Construction Administrator is required before purchase and installation.

#### **2.3 Approvals.**

Where the term "of approved manufacture" appears in the specifications, or an "approved" or "approved as equal" article or item is referred to, it shall mean that the article, item, workmanship, or material must meet the approval of the Construction Supervisor.

### **3.0 SUPERINTENDENTS, COORDINATION**

#### **3.1 Superintendents.**

The Contractor shall employ and keep a competent superintendent and assistants who shall be capable of effective communication as required on the job at all times and who shall give efficient supervision to the work, using his/her best skill and attention, and shall have knowledge and control of all trades. The superintendent shall be acceptable to the Construction Supervisor and shall not be changed without the Construction Supervisor's knowledge and consent. The Contractor also shall see that each respective sub-contractor provides a competent foreman for each trade.

#### **3.2 Coordination.**

The Contractor and each sub-contractor shall coordinate the work and operations and shall cooperate with and assist each other on the job for the successful execution of the work within trade jurisdictional rulings. Each shall study all drawings and specifications and shall perform all work which properly comes under jurisdiction of the trade he/she represents.

### **4.0 PROJECT MEETINGS AND CONFERENCES**

- 4.1** The following meetings shall be scheduled and held prior to commencement of the project and during execution of the work. DEP will schedule such



- (c) **Project Meetings.** Meetings shall be held at periodic intervals throughout the construction contract period for discussion of matters pertinent to the execution and administration of the project. The Construction Administrator, Engineer, Construction Supervisor, Inspector, Contractor and/or its Superintendent, Subcontractors, Project Foremen, as required, and others directly concerned, as necessary, shall attend the meetings.

## 5.0 **AUTHORITY & DUTIES OF INSPECTORS**

- 5.1 The Inspector, as the Director's authorized representative, is authorized to make minor field changes to the plans and specifications that do not involve an increase or decrease in the contract sum or an increase or decrease in the contract time. The Inspector shall be authorized to inspect all work done, all material furnished, payroll records of personnel, material invoices and relevant data and records of the work, and the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the plans and specifications that result in an increase or decrease in the amount of compensation due the Contractor or an increase or decrease in the contract time. The Inspector is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the plans and specifications. The Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Construction Administrator.
- 5.2 The Inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Construction Administrator in any way, or releasing the Contractor from fulfilling all of the terms of the contract.

## ARTICLE IV - GENERAL REQUIREMENTS

- (e) No portion of the work requiring submission of a shop drawing, product data, or sample shall be commenced until the submittal has been approved by the Construction Administrator. All such portions of the work shall be in accordance with approved submittals.
- (f) Shop drawings, product data, and samples shall be submitted for work, systems, articles, items, and equipment as specified. Other additional shop drawings, product data, and samples as may be requested for the work by the Construction Administrator shall be submitted to him/her for approval.

### 7.0 MEASUREMENTS, MANUFACTURER'S DIRECTIONS

#### 7.1 Measurements.

Before ordering any material, product, article, or doing any work, the Contractor shall take all necessary measurements at the project and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the drawings. The Construction Administrator shall be notified of any differences found and work shall not proceed thereon until the Construction Administrator has rendered a decision.

#### 7.2 Manufacturers' Directions.

All manufactured articles, items, products, material, and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned and put into operation or use as directed by the manufacturer's printed instructions, unless specified otherwise herein. The Contractor shall be responsible for obtaining all such instructions.

#### 7.3 Measurement of Quantities.

The Contractor shall be responsible for providing all necessary volumetric and weight measurement equipment necessary to measure quantities accurately for payment of contract unit items, and said equipment shall be subject to the Construction Administrator's approval. Volume and weight measurements shall be submitted to the Construction Administrator for approval.

### 8.0 LINES, LEVELS, GRADES, LAYOUT

#### 8.1 Lines, Levels, Grades.

- (a) Control points have been established in the field and are shown on the plans whereby the Contractor can properly control the work contracted for under these specifications. Such stakes and markings which the Engineer may have set for either his/her own guidance shall be scrupulously preserved by the Contractor, or its employees. If any

## ARTICLE IV - GENERAL REQUIREMENTS

shall be orderly, convenient, shall not obstruct movement on the site, the work of others, or construction operations. All storage sheds, enclosures, and facilities shall fully protect the stored materials. The Contractor shall arrange with appropriate landowner(s) for any storage areas located outside of the project limits and such storage areas shall also be subject to DEP's approval.

- 10.2 All materials subject to damage by moisture, water, or weather shall be fully protected. All flammable, toxic, and explosive materials shall be safely stored in conformity with applicable safety requirements of State and Federal regulations and safety standards of the National Fire Protection Association.

### 11.0 PROTECTION OF WORK; DAMAGES

#### 11.1 Protection and Replacement of Work.

- (a) The Contractor shall protect its work from damage of any kind until completion of construction. Each contractor or sub-contractor shall adequately protect all preceding work from damage caused by it or its work. Should any part of the construction be subject to freezing or exposure to the elements, the same shall be fully protected to prevent damage.
- (b) The Contractor and each sub-contractor shall provide protection against weather, frost, freezing, storms, and heat, to maintain all work, materials, installations, and equipment safe from injury and damage. The Contractor shall provide temporary covering and closures in the construction as required to protect it from damage by weather, until permanent construction provides such protection.
- (c) Damaged or defective work must be replaced; all other work injured or damaged in the replacing of such work or in any way incidental thereto must be brought back to its original condition or replaced by the Contractor performing the work, without additional cost to DEP.

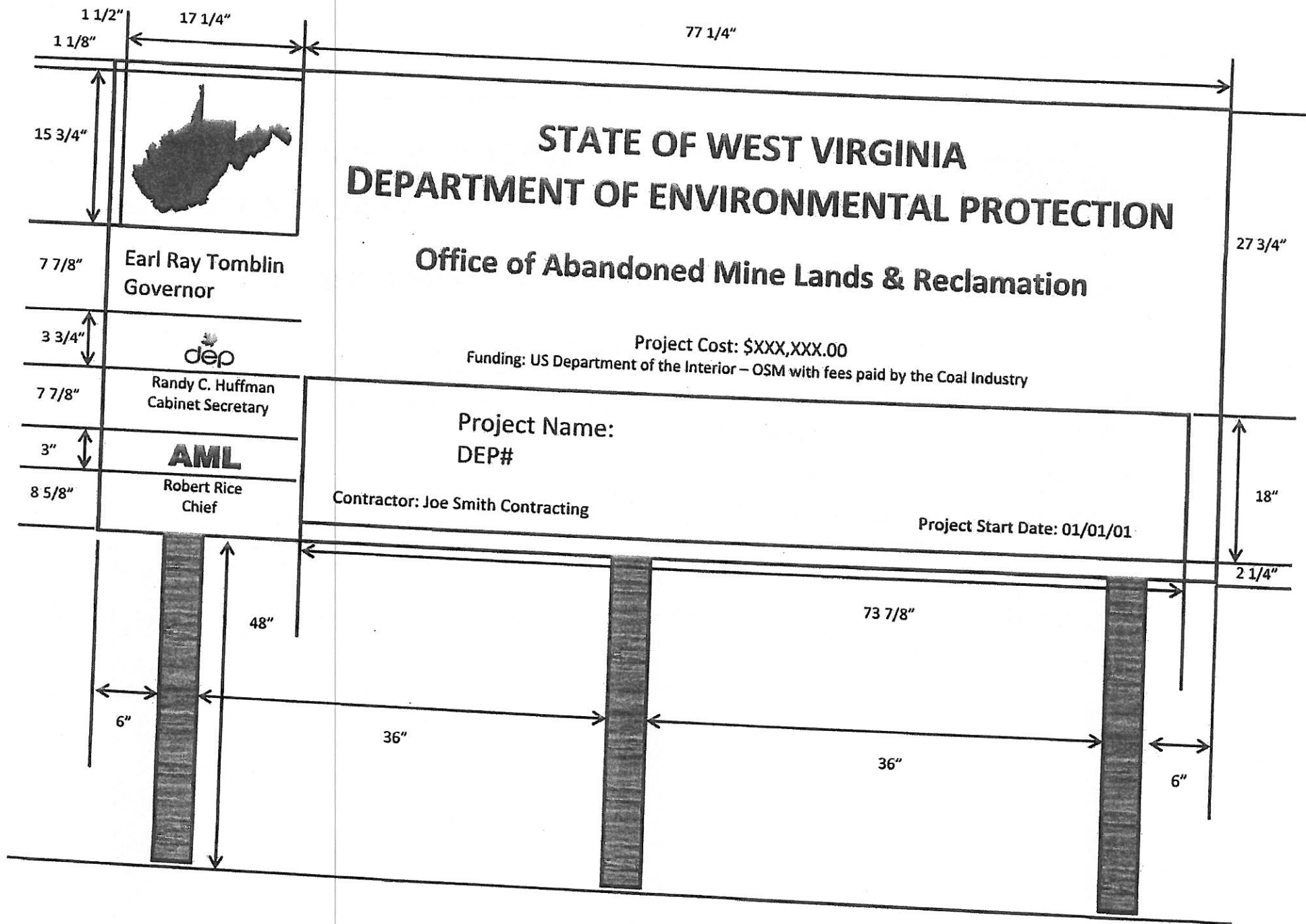
#### 11.2 Damages to Existing Work.



All masonry damage, glass breakage, and other damage caused to existing buildings and appurtenances by the Contractor or by other contractors in the performance of work shall be properly replaced or repaired at the option of DEP, without additional cost to DEP.

### 12.0 TEMPORARY FACILITIES

#### 12.1 Job Utilities.

- (a) General. All concerned with providing temporary utilities for use on the project are advised to determine locations of sources of supply and the conditions under which services can be brought to points of use on the site.



17 1/2"		<b>STATE OF WEST VIRGINIA</b>	6"
1 1/2"	<b>Earl Ray Tomblin</b>	<b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>	2 1/4"
3/4"	<b>Governor</b>		1 1/2"
1 1/4"		<b>Office of Abandoned Mine Lands &amp; Reclamation</b>	2 1/4"
9 1/2"			3 3/4"
1"	<b>Randy C. Huffman</b>		2 1/4"
3/4"	<b>Cabinet Secretary</b>	Project Cost: \$XXX,XXX.00	2"
1"		Funding: US Department of the Interior – OSM with fees paid by the Coal Industry	3 3/4"
8"	<b>AML</b>	Project Name:	1 1/2"
1"	<b>Robert Rice</b>	DEP#	2 1/4"
3/4"	<b>Chief</b>	Contractor: Joe Smith Contracting	1 1/2"
1"		Project Start Date: 01/01/01	4 7/8"
3 3/4"			1 1/2"
			3 3/4"

## ARTICLE IV - GENERAL REQUIREMENTS

### 14.0 CLEANING & FINAL CLEAN-UP

#### 14.1 Housekeeping - Periodic Cleaning.

The Contractor shall at all times keep the construction site free of accumulations of waste materials and rubbish caused by its operations. Periodically during the progress of the work, and also when directed to do so by DEP, the Contractor shall remove, or cause to be removed by sub-contractors responsible, accumulated waste materials, rubbish, and debris, and leave the construction area in good order.

#### 14.2 Final Clean-Up.

The Contractor at all times shall dispose of all debris and waste resulting from work at the Contractor's dump site. The Contractor shall not put or spill any materials into any drainage system which would pollute area streams or waterways. The Contractor shall be liable for any stream pollution caused directly or indirectly by its own employees or those of its sub-contractors.

#### 14.3 DEP's Right to Clean-Up.

Should disputes arise between Contractor and separate contractors, or sub-contractors as to responsibilities for cleaning-up, and refusals to do so result therefrom, DEP may perform the clean-up and charge the cost thereof to the Contractor, the contractors, or sub-contractors responsible therefor, as DEP shall determine fair and just.

### 15.0 TESTING.

#### 15.1 When Testing Required.

Testing shall be performed as required by the specifications or ordered by the Construction Administrator in writing. The Construction Administrator will determine the need, location, extent, and time of any testing herein specified, or in addition to that which is herein specified.

#### 15.2 Payment for Testing.

The Contractor shall select an independent testing laboratory or utilize a laboratory run by the Contractor, to perform all testing for compaction, concrete, and soils as specified herein. All laboratory reports must be signed by a registered professional engineer. The Contractor shall be responsible for testing payments as an incidental to the various items of the bid schedule. If the Contractor allows work to proceed beyond a testing point resulting in the disassembly of structures or the uncovering of work for testing, payment for such will be the responsibility of the Contractor at no extra cost to DEP.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ABANDONED MILE LANDS & RECLAMATION**

Report for Week Ending: \_\_\_\_\_ Project Name: \_\_\_\_\_  
By: \_\_\_\_\_ Location: \_\_\_\_\_  
Title: \_\_\_\_\_ Contractor: \_\_\_\_\_

**Daily Activity Summary**

<b>Sunday</b>	
<b>Monday</b>	
<b>Tuesday</b>	
<b>Wednesday</b>	
<b>Thursday</b>	
<b>Friday</b>	
<b>Saturday</b>	

**ARTICLE V - SPECIAL CONDITIONS**



## ARTICLE V - SPECIAL CONDITIONS

### **1.0 USE OF MINORITY, WOMEN'S, & SMALL BUSINESS ENTERPRISES**

- 1.1** Should the Contractor intend to sublet a portion of the work on this project, it shall seek out and consider minority, women's, and small business enterprises as potential sub-contractors. The Contractor shall contact minority, women's, and small businesses to solicit their interest, capability, and prices, and shall retain proper documentation to substantiate such contacts.
- 1.2** The Contractor will sign and provide the enclosed Minority, Women's and Small Business Affirmative Action Certification to DEP along with the name(s) of any subcontractor(s) it submits for approval.

## ARTICLE V - SPECIAL CONDITIONS

### 2.0 EROSION & SEDIMENT CONTROL

The manual entitled "West Virginia Department of Natural Resources Technical Handbook of Standards and Specifications for Erosion and Sediment Control", 1981, is incorporated herein by reference as a guide for erosion and sediment control, except that where any provision of said manual is in conflict with any special erosion and sediment control provision set out and contained in this specification book and/or in the plans for this project, the specification book and/or plans shall prevail and be followed.

## ARTICLE V - SPECIAL CONDITIONS

### 3.0 GOVERNMENT-WIDE DEBARMENT & SUSPENSION REQUIREMENTS

#### U. S. Department of the Interior

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

#### Lower Tier Covered Transactions

---

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal, that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List (Tel.#).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ARTICLE V - SPECIAL CONDITIONS**  
**Instructions for Certification Regarding Lobbying**

1. This certification and a disclosure form should be filed by each person as required, with each submission that initiates agency consideration of such person for: (1) award of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or (2) an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
2. This certification and a disclosure form should be filed by each person as required, upon receipt by such person of (1) a Federal contract, grant, or cooperative agreement exceeding \$100,000, or (2) a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.
3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding \$100,000 at any tier under a Federal contract; (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant; (3) a contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or (4) a contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.
4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs(1) or (2) above. That person shall forward all disclosure forms to the appropriate Bureau/Office within the Department of the Interior.
5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31, U.S. Code.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**WAGE AND HOUR INFORMATION**

## **CONSTRUCTION SPECIFICATIONS**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>I. SPECIAL PROVISIONS</b>	
I. Location/Site Description .....	3
II. Reference Specifications/Definitions .....	3
III. Scope of Work .....	4
IV. Bidders to Examine Location.....	5
V. Schedule of Work.....	5
VI. Measurement of Quantities .....	5
VII. Borrow (Disposal) Areas .....	5
VIII. Disposal of Unsuitable Material .....	7
IX. Interpretation of Approximate Estimate of Quantities .....	7
X. Safety .....	7
XI. Regulations .....	7
XII. Laws to be Observed.....	8
XIII. Permits, Licenses, and Fees .....	8
XIV. Electricity, Water Supply and Sanitary Facilities .....	8
XV. Utilities and Other Obstructions .....	8
XVI. Site Cleanup.....	9
XVII. Rock Blasting.....	9
XVIII. Temporary Access Roads .....	9
XIX. Site Conditions and Environmental Protection .....	10
XX. Control and Review of Work by the Engineer .....	10
XXI. Citation of Other Specifications .....	10



# Route 60 Drainage Slide Repair

## I. SPECIAL PROVISIONS

### I. LOCATION / SITE DESCRIPTION

This is a section of the original Route 60 Drainage Project. A 200' section of ditch has slipped and is allowing the drainage above the ditch to flow uncontrolled on the sloped area below the failed ditch section. The water is saturating an unstable slope below the ditch. This creates the potential for a slide that could impact the business that are located at the toe of the slope.

#### Directions to site:

The site is located in Smithers, Fayette County along U.S. Route 60. Traveling west on Route 60 the Problem Areas are located behind Mountaineer Manufacturing and Tudors Biscuit World in Smithers.

The GPS location is as follows: 38° 10' 36.97" 81° 18' 14.46"

### II. REFERENCE SPECIFICATIONS / DEFINITIONS

All references to "Owner" in these Specifications shall mean West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation (WVDEP).

All references to "Engineer" in these Specifications shall mean the Owner's Engineer or authorized representative.

All references to "ASTM" shall mean the American Society of Testing and Material Specifications, Latest Edition unless otherwise noted.

All references to "AASHTO Specifications" shall mean the Standard Specifications for Transportation Materials and Methods of Sampling and Testing by the American Association of State Highway and Transportation Officials, latest edition, and all subsequent addenda thereto.

All references to "WVDOH Standard Specifications" shall mean State of West Virginia Department of Transportation, Division of Highways Standard Specifications for Roads and Bridges, adopted 2010, and all-subsequent addenda thereto.

All references to the "Contractor" shall be understood to mean the successful bidder and or firm or corporation undertaking the execution of the work under the terms of these Specifications.

All references to "OSHA" shall be understood to mean The Occupational Safety and Health Administration and the standards set in the Occupational Safety and Health Act of 1970.

conditions are not shown on the contract plans or indicated in the other construction documents. Prospective bidders are advised that should they deem it necessary to obtain any subsurface samples of test borings etc. at the site, they should obtain their own permission from the landowners.

V. **SCHEDULE OF WORK**

Before commencing work on this project, the Contractor shall prepare and submit a schedule of construction activities for approval by the Owner.

The Contractor shall provide adequate supervision, labor, tools, equipment, and materials to prosecute the work energetically and complete the work within the time specified.

It is the intention not to delay the work for the checking of lines or grades, but if necessary, working operations shall be suspended for such reasonable time as the Engineer may require for the purpose. No special compensation shall be paid for the cost to the Contractor for any of the work or delay occasioned by checking lines and grades, by making other necessary measurements, or by inspection.

The work hours on this project shall be between 7:00 am and 7:00 pm Monday through Saturday. Work on Sundays and major holidays will not be allowed on this project.

VI. **MEASUREMENT OF QUANTITIES**

The Contractor shall be responsible for providing all necessary volumetric, dimension, and weight measurement equipment necessary to prosecute the work as shown on the Construction Drawings and to accurately determine quantities for payment of Contract Bid Items as approved by the Engineer. Such measurements and equipment shall be subject to the approval of the Engineer for use in this project.

VII. **BORROW (DISPOSAL) AREAS**

All borrow (disposal) areas must be approved by WVDEP. Should the Contractor decide to obtain and utilize any borrow areas outside of construction limits, or move material from one property owner to another, unless designated on the plans, the Contractor shall be responsible to obtain from the property owner(s) of the borrow areas, all necessary rights of entry, including rights of entry for WVDEP and OSMRE for inspection purposes. The said rights of entry agreement must state that the property owner(s) indemnify and hold harmless the WVDEP for Contractor's action for any injury or damages whatsoever resulting from the use of the property.

conformity with Sections 4.2.7 of these Specifications.

The Contractor shall observe the NEPA compliance schedule relative to selecting and utilizing any off-site disposal areas in accordance with Special Provisions Section VII of these Specifications.

**IX. INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES**

The estimate of quantities of work to be done and/or materials to be furnished under the Special Provisions and Technical Specifications, as shown on the Contract Bid Schedule, is approximate and is given only as a basis of calculation upon which the award of the Contract is to be made. WVDEP reserves the right to increase or decrease any or all of the quantities of work or to omit any of them, as it may deem necessary.

**X. SAFETY**

All regulations of the Occupational Safety and Health Act of 1970 (OSHA) are in effect for this Contract. WVDEP shall not be liable for any citations received by the Contractor as a result of failure to comply with applicable OSHA standards. Compensation is to be included in the various items of the contract for the expense involved in complying with these standards. In addition, the Contractor shall comply with Section 107.7 of the WVDOH Standard Specifications regarding public convenience and safety.

**XI. REGULATIONS**

All appropriate townships, county, state, and federal regulations shall apply to this Contract. It shall be the Contractor's sole responsibility to be aware of these regulations and to comply with them. WVDEP shall not be liable for any citations received by the Contractor. The Contractor shall keep the existing roads open and safe to public vehicular traffic as shown on the DOH approved Traffic Control Plan and Permit. The contractor shall provide appropriate barriers and warning devices as directed by the Engineer.

**XII. LAWS TO BE OBSERVED**

The Contractor shall at all times, observe, comply with, and post as required all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work or applying to employees on the project as well as all orders or decrees which have been or may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees, or contract. The Contractor shall protect and indemnify WVDEP and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by the Contractor or by the Contractor's employees.

Contractor shall clean and remove, from the project site, all surplus and discarded materials, and equipment and shall further remove all debris and objectionable materials of any kind from areas used or disturbed by the construction operations within or within sight of the project area. The Contractor shall be responsible for the removal of the project sign prior to the final inspection of the project, and upon approval from the WVDEP.

#### **XVII. ROCK BLASTING**

All blasting operations shall be conducted in strict accordance with applicable state and federal laws relating to rock blasting and the storage and use of explosives. The contractor shall maintain and keep in full force and effect blasting insurance to protect and indemnify the Owner and/or his agents or representative from claims for damages and shall defend all suits at law. The Contractor shall submit to the Owner a request for permission to blast rock, a reclamation plan for the area to be disturbed, and proof of blasting insurance coverage prior to initiating blasting operations. Failure to obtain approval for blasting prior to initiating the work will result in no payment for items utilizing this rock. There shall be no blasting permitted on this project.

#### **XVIII. TEMPORARY ACCESS ROADS**

The Contractor shall construct and maintain temporary access roads for convenient access to the various parts of the work, and for other necessary purposes incidental to the performance of this contract. The location of access roads shall be approved by the Engineer prior to construction. No separate payment for construction and maintenance of such roads will be made. The Contractor shall erect such temporary fences or guards as may be necessary to keep unauthorized persons away from the work. Grading and surfacing of temporary access roads, excavations, fills and embankments for purposes of construction, or for convenience, beyond the limits of ordered excavations and all temporary fences and guards, shall be provided by the Contractor and shall be maintained in good condition. The Contractor shall be required to maintain all roads used by his hauling equipment in a dust controlled condition. Upon completion, the Contractor shall return the disturbed areas to the approximate original condition as approved by the Engineer.

#### **XIX. SITE CONDITIONS AND ENVIRONMENTAL PROTECTION**

Conditions at the site shall be examined by the Contractor, and he shall assume responsibility as to the contours and the character of the earth, rock, water and other items that may be encountered during the excavation and filling operations. Ground water may be encountered at various locations within the proposed work areas.

The Contractor shall be responsible for the operation and maintenance of any required diversion or pumping facilities for removing ground water from work areas during progress of the work under this contract.

## II. TECHNICAL SPECIFICATIONS

111

### 1.0 MOBILIZATION AND DEMOBILIZATION

#### 1.1 Description

This work shall consist of the performance of construction preparatory operations, including the movement of personnel and equipment to the project sites and for the establishment of the Contractor's offices, buildings and other facilities including the construction of all temporary access roads as necessary to begin work on a substantial phase of the contract. The location of the Contractor's office to be established shall be approved by WVDEP. It also shall include all demobilization activities involving the removal from the sites of all plant, equipment, supplies and personnel after completion of the work including cleanup of all rubbish and waste materials generated during the construction of this project, restoration of any damage to existing site improvements resulting from the Contractor's activities at the site; and installation of the project sign. All equipment and material storage areas shall be approved by WVDEP.

#### 1.2 Method of Measurement

The method of measurement will be per lump sum.

#### 1.3 Basis of Payment

The bid for "Mobilization and Demobilization" shall be a lump sum and cannot be less than 8% and not more than 10% of the TOTAL AMOUNT BID for the project. Partial payments will be as follows:

- (a) One-half of the amount bid will be released to the Contractor with the first estimate payable, not less than 15 days after the start of work at the project site.
- (b) The final one-half of the amount bid shall be released with the estimate payable after the work is accepted by the WVDEP and when all "As-Built" drawings are submitted and approved by WVDEP.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided for by the contract. No deduction will be made nor will any increase be made, in the lump sum mobilization and demobilization item amount regardless of decreases or increases in the final total contract amount or for any other cause.

#### 1.4 Pay Item

Item 1.0 "Mobilization and Demobilization" per lump sum cannot be less than 8% and not more than 10% of the TOTAL AMOUNT BID for the project.



2.3.4 The Contractor shall exercise care in the preservation of stakes and benchmarks, including existing property line markers, and shall have them reset at his/her expense when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be done under the supervision of, or directed by, a Registered Professional Civil Engineer or Licensed Land Surveyor registered in the State of West Virginia.

2.3.5 As-Built plans shall be provided to the Engineer prior to the Final Inspection Meeting. The As-Built plans shall include two copies of the plans on CD-ROM or DVD and two paper copies of the plans with the same size and scale as contained on the original plans. The As-Built plans shall show all horizontal and vertical dimensions of all installed components (i.e. pipes, drop inlets and manholes). The As-Built plans submitted on the CD-ROM or DVD shall be in the AutoCAD 2007 format.

## 2.4 Measurement and Payment

Measurement and payment for furnishing, setting, maintaining, and resetting the stakes when necessary, and for furnishing all engineering personnel, equipment, materials, and all incidentals thereto, shall be by the lump sum bid for "Construction Layout". The lump sum payment also shall include the cost for providing the Engineer pre- and post- construction ground line cross-sections for all disturbed or re-graded areas including borrow areas and "As-Built" Plans as described herein. Said lump sum bid cannot be more than 5% of the TOTAL AMOUNT BID for the project. Neither deduction nor increase will be made in the lump sum "Construction Layout" item amount regardless of decreases or increases in the final total contract amount or for any other cause. This item will be paid according to the following schedule: up to 50 % of the total bid amount of this item will be released for payment when all required layout work is completed. The remaining 50% will be paid on the final invoice once the As-Built plans are submitted and approved.

## 2.5 Pay Item

Item 2.0, "Construction Layout", per lump sum cannot be more than 5% of the TOTAL AMOUNT BID for the project.

3.3.4 Only new and first class materials, which conform to the requirements of these Specifications, shall be used unless specified otherwise. When requested by the Owner, the Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured or produced) that are to be used in the work. The sources of supply of each material used shall be approved by the Engineer before delivery is started. If, at any time, sources previously approved fail to produce materials acceptable to the Owner, the Contractor shall furnish materials from other approved sources.

**3.4 Method of Measurement**

The method of measurement for determining the quantity of quality control work done as described above will be on a lump sum basis.

**3.5 Basis of Payment**

The quantity of quality control work done will be paid at the contract lump sum price bid for this item. Said lump sum bid cannot be more than 3% of the TOTAL AMOUNT BID for the project. No deduction nor increase be made in the lump sum "Quality Control" item amount regardless of decreases or increases in the final total contract amount or for any other cause.

**3.6 Pay Item**

Item 3.0, "Quality Control", per lump sum cannot be more than 3% of the TOTAL AMOUNT BID for the project.

Contractor shall confine his operations strictly to required areas. If he clears and grubs beyond the required areas, whether knowingly or accidentally, he shall, at his expense, replant and otherwise restore all areas outside the limit lines to a condition equal to that existing prior to start of work.

- 4.2.4 All timber eight (8) inches in diameter and larger at stump height shall be saw cut prior to grubbing operations. Timber shall be topped with the branches removed and stacked and stockpiled in an appropriate manner in an accessible location approved by the WVDEP on the property from which it was cut. Timber to be stockpiled shall not be pushed down by equipment prior to being cut nor can it be indiscriminately shoved into a stockpile.
- 4.2.5 All stumps, roots, buried logs and brush shall be removed. Grass, however, may be incorporated into the re-soiling material. Taproots and other projections over 1-½ inches in diameter shall be grubbed out to a depth of at least ten (10) inches below the planned sub-grade or slope elevation. All holes remaining after the grubbing operation shall have the sides broken down to flatten out the slopes, and shall be filled with suitable materials, moistened and properly compacted.
- 4.2.6 Cleared and grubbed areas shall be worked such that positive drainage is provided to prevent ponding of water except for the purpose of sediment control sumps as approved by the WVDEP.
- 4.2.7 All organic material shall be burned completely to ash or otherwise removed from the site and disposed of in a manner approved by the WVDEP. Burning of the combustible material will not be permitted on or near refuse, mine portals or within close proximity to coal seams or utilities. The Contractor shall obtain all permits and licenses required prior to burning the material. A plan showing the location of material to be burned and all fire control measures to be implemented, including copies of permits and licenses, shall be submitted to the WVDEP's representative at the site for approval.
- 4.2.8 All other materials generated from required clearing shall be removed and disposed of by the Contractor. All garbage, construction debris, structure debris, etc., shall be disposed of in approved waste areas or landfills. It shall be the responsibility of the Contractor to obtain, at no expense to the WVDEP, all necessary waste and borrow areas or landfills for the disposal of waste materials in accordance with any applicable local, state, and/or federal regulations including compliance with NEPA requirements (See Section VII for NEPA Compliance Schedule). All waste and borrow areas must be approved by the WVDEP, and the Contractor must provide a reclamation plan for approval. In addition, for all waste and borrow areas outside the construction limits, the Contractor must obtain from the property owner a right-of-entry agreement in which the property owner indemnifies and holds the WVDEP harmless from any injury or damages whatsoever resulting from the use of the property. A copy of any and all



workman like and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, and incidental necessary to complete the work. Neither deduction nor increase will be made, in the lump sum "Site Preparation" amount regardless of decreases or increases in the final total contract amount or for any other cause.

4.5.2 Payment for Gravel Drive Rehabilitation Stone shall be based upon weigh tickets from the commercial supplier of the stone that is delivered and placed at the locations identified on the plan drawings.

4.6 Pay Items

Item 4.0, "Site Preparation", per lump sum cannot be more than 10% of the TOTAL AMOUNT BID" for the project.

Item 4.1, "Gravel Drive Rehabilitation", per ton

## **EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE**

- Install stabilized construction entrance as shown on site plans.
- Install perimeter sediment control devices as shown on site plans.
- Clear and grub site.
- Provide sediment control for any topsoil stockpiles.
- Commence rough grading of site. Continue to maintain and inspect all erosion and sediment controls.
- Install additional erosion and sediment controls as shown on site plans.
- Fine grade site.
- Permanently seed and mulch all disturbed areas within 7 days of reaching final grade and install erosion control wattles.
- Upon completion of project including adequate stabilization, remove all remaining erosion and sediment controls.

### **5.2 Materials**

- 5.2.1 **Silt Fence:** Silt fencing shall be used for sediment control barrier around all areas as shown on the NPDES Sediment Control Plan. Silt fencing shall meet all applicable requirements of Section 715.11.5 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, Adopted 2010. A silt fence installation detail section is shown on the plans.
- 5.2.2 **Erosion Control Wattles:** Straw wattles or approved equals, shall be installed at locations shown on the plans. Straw wattles shall be 12 inches in diameter and 25 feet in length. Straw wattles shall consist of an internal fill material of straw and an exterior encasement of a heavy duty biodegradable knitted cylindrical tube. The wattles shall be installed as shown on the typical detail. The wattles shall be staked with 1" x 1" x 24" wooden stakes. The stakes will be placed one stake at the beginning and 4' on center along the entire length of the wattle. One stake will be placed at the end of each section on wattle.
- 5.2.3 **Stone Construction Entrance:** A stone construction entrance shall be required at the access point of the construction site. The stone construction entrance shall consist of filter fabric and a minimum of six (6) inches of 3" to 6" stone. The stone entrance shall be a minimum of seventy (70) foot long and twelve (12) foot in width. This stone construction access must conform to the detail drawings shown in the plans.
- 5.2.4 **Rock Check Dams:** Rock check dams shall be required at the locations as shown on the plans. The rock check dams shall be constructed with 3"-6" stone. The stone shall extend from side to side of the drainage channel and shall at each edge to the top of the existing ground. The center height of the check dam shall be 6" lower than the outer edge height.

5.5.2 The installation of the Stone Construction Entrance shall conform to the detailed drawing shown on the Sediment Control page of these plans. The road shall be installed using stabilization fabric (woven) and six (6) inches of 3" to 6" stone. The method of measurement for the Stoned Construction Entrance shall be on a per linear foot basis. The width of the construction Entrance will be 12' and the filter fabric will be incidental to the item cost.

5.5.3 The installation of the Rock Check Dams shall conform to the detailed drawing shown on the Sediment Control page of these plans. The method of measurement for the Rock Check Dam shall be on a per each basis.

5.6 **Basis Of Payment**

The quantity of work completed will be paid at the contract unit price bid for the following items, which price and payment shall be full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payments shall constitute full compensation for any required maintenance, sediment removal and disposal of the sediment material.

5.7 **Pay Item**

Item 5.0, "Silt Fence Sediment Control", per lineal foot.

Item 5.1, "Stone Construction Entrances ", per ton

Item 5.2, "Rock Check Dam", per each

Lime shall be applied immediately to all areas requiring seeding reaching final grade by 1 of the 2 methods listed in Section 6.2.1, "Fertilizer".

### 6.2.3 Seed Mixtures

The variety of grass and legume seed furnished for the project shall bear a tag, in accordance with applicable state and federal laws, with the following information listed:

1. Lot Number
2. Seed Producers Name
3. Percent Purity
4. Percent Germination
5. Date of Germination Testing
6. Weed Seed Content (should be <0.25% by weight)

All leguminous seed shall be inoculated with the specified strain of rhizobia which shall be a pure culture of bacteria selected for maximum vitality. No rhizobia shall be used which has passed the expiration date on each package. The inoculant shall be applied at five times the recommended rate except when used in a hydroseeding mixture when the rate will be ten times the recommended rate.

#### 6.2.3.1 Temporary Seed Mixture

All stockpiles or other disturbed areas which will require further disturbance in which the additional disturbance will be delayed for a period of three (3) weeks or longer shall be vegetated according to the following guidelines.

Variety of Seed	SPRING	SUMMER	FALL	WINTER
	3/15-5/15	5/15-8/15	8/15-10/15	10/15-11/15
	-----lbs/acre-----			
Annual Ryegrass ( <i>Lolium multiflorum</i> )	40		40	
German Millet * ( <i>Setaria italica</i> )		40		
Cereal Rye ( <i>Secale cereale</i> )				170

\*Do not use Japanese Millet

All areas to be temporarily seeded which are to be re-disturbed shall be fertilized with 500 lbs/acre of 10-20-10. All areas reaching final grade to be temporarily seeded shall be fertilized according to Section 6.2.1. Lime shall be applied according to Section 6.2.2 and mulched according to Section 6.2.4.

### 6.2.5 Water

Water shall be reasonably free of injurious and other toxic substances harmful to plant life. The source of water is subject to the approval of the WVDEP.

## 6.3 Construction Methods

6.3.1 All revegetation activities shall be conducted immediately following completion of final grading so as to utilize the fine soil material as a seedbed before this material is lost via subsequent rainfall.

6.3.2 On sites where appropriate equipment can operate the seedbed shall be prepared by breaking up surface crusts and loosening the soil material to a minimum of three (3) inches. Disking, harrowing, cultipacking or other acceptable tillage operations may be used to prepare the seedbed. On sites where appropriate equipment cannot operate, the seedbed shall be prepared by "tracking in" with a dozer or scarifying by other approved methods.

6.3.3 Seedbed preparation and seeding shall take place progressively as various re-graded areas are brought to final grade.

6.3.4 All seeding operations shall be performed immediately following seedbed preparation in such a manner that the seed is applied in the specified quantities uniformly on the designated areas.

6.3.5 Seed Application shall consist of approved hydroseeding methods where feasible. Any seed left in hydroseeder overnight shall be re-inoculated before that seed shall be applied. Other methods of seed application may be utilized for site-specific reasons when approved by the WVDEP.

6.3.6 Any area failing to establish a vegetative stand due to weather or adverse soil conditions shall be reseeded, re-limed, re-fertilized and re-mulched as approved by the WVDEP.

6.3.7 The Contractor shall maintain all seeded areas until final acceptance of the project. All areas shall be protected from any further equipment traffic and any damaged areas shall be repaired and reseeded. Maintaining seeded areas shall consist of watering, refilling, re-fertilizing, re-liming, re-seeding, and re-mulching erosion gullies and all bare areas.

6.3.8 A second and third seeding will be applied as needed, or as approved by the WVDEP.

### 6.3.8.1 Second Step Seeding

The second step seeding will take place during the first defined seeding period following the initial seeding. No payment shall

made for seeding after the final inspection. All work performed after the final inspection will be done under warranty.

**6.6 Pay Items**

Item 6.0 "Revegetation", per lump sum.

daylight hours for a period of three days or as approved by the WVDEP.

7.3.2 The grout keys shall be constructed at the location shown on the plans. The grout channel shall be constructed as to prevent water from getting under the newly constructed channel. The grout keys will be required in three locations.

7.3.3 The Channel Crossing Protection shall consist on padding or plating laid on top of the existing Grouted Channel to protect it from damage.

#### 7.4 Method of Measurement

7.4.1 The method of measurement for construction of the 8' Grouted Riprap Channel shall be on a linear foot basis and shall include excavation, disposal of material, purchase, installation of rock and grout.

7.4.2 The method of measurement for the Grout Key shall be on a per each unit price and shall include excavation, purchase of materials and labor and equipment necessary for the placement of the grout key.

7.4.3 The method of measurement for the Channel Crossing Protection shall be incidental to Section 4 Site Preparation and shall include all equipment and labor necessary for the installation

#### 7.5 Pay Items

Item 7.0, "8' Grouted Riprap Channel", per lineal foot.

Item 7.1, "Grout Key", per each.

designated on the plans as re-grade areas. The re-graded areas will require soil cover over any areas that do not have sufficient soil to establish vegetation. In these areas a minimum of 1' of soil cover is required.

**8.4 Method of Measurement**

8.4.1 The method of measurement for excavation shall be by lump sum. This item will also cover the cost of the demolition and disposal of the broken grouted channels that are located on the project limits. This item shall also include the site excavation for the installation of the retaining wall. No separate payment will be made for ditch, underdrain, or any other incidental work referred to under "Unclassified Excavation".

**8.5 Basis of Payment**

8.5.1 Payment for material excavated, transported, backfilled and demolition of existing structures to achieve the final grades will be by the unit price bid for "Unclassified Excavation".

**8.6 Pay Item**

Item 8.1, "Unclassified Excavation", per lump sum.



## 11.0 UNDERDRAIN

### 11.1 Description

This work shall consist of constructing subsurface drains at the locations and to the dimensions shown on the plans or as directed by the Engineer to control groundwater within the construction limits. No underdrain is shown on this project but is included for bid purposes in case ground water is encountered.

### 11.2 Materials

11.2.1 The stone shall consist of sound, durable 3" to 6" non-calcareous sandstone. The stone shall consist of particles of clean, hard, tough, durable rock, free from adherent coating and meeting the requirements of Section 703.1 of the WVDOH Standard Specifications. Stone shall have a maximum weighted loss of twelve percent when subjected to five (5) cycles of the Sodium Sulfate Soundness Test – ASTM C88 (ASTM C88-99a Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate), as modified by the American Association of State Highway and Transportation Officials (AASHTO) T-104. Non-calcareous stone shall exhibit a fizz of 0 when subjected to dilute hydrochloric acid. A laboratory certification of soundness and fizz shall be submitted to the WVDEP prior to delivery.

11.2.2 Filter fabric for the underdrain shall be non-woven type, meeting the requirements of Section 715.11.4 of the WVDOH Standard Specifications for Roads and Bridges, Adopted 2010.

11.2.3 Pipe shall consist of perforated 12-inch diameter PVC SDR 35 grade within the underdrain.

### 11.3 Construction Methods

11.3.1 The underdrains shall be constructed at the locations and to the lines, grades, and cross-section as directed by the Engineer based on the field conditions encountered.

11.3.2 Trench width for the underdrain shall be not less than three (3) feet, measured at the bottom of the trench for the underdrain. Trenching will involve excavation of in-place material including soil and rock. The stone for the underdrain will be filled to a depth of three (3) feet. This will allow a minimum of one (1) foot soil cover over the completed underdrain.

11.3.3 Trench exceeding 5 feet in depth shall be supported in compliance with the OSHA requirements. Trench bottom shall be cleared of any loose debris and any standing water.

### 11.4 Pay Items

Item 11.1, "3' x 3' Underdrain (12" PVC SDR 35)", per linear foot.

Item 11.2, "Underdrain Conveyance Pipe (12" PVC SDR 35)", per linear foot.



west virginia department of environmental protection



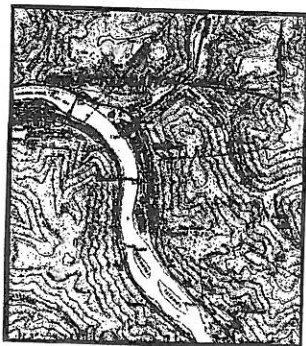
EARL RAY TOMBLIN, GOVERNOR      RANDY C. HUFFMAN, CABINET SECRETARY

OFFICE OF ABANDONED MINE LANDS AND RECLAMATION

# ROUTE 60 DRAINAGE SLIDE REPAIR

FAYETTE COUNTY, WEST VIRGINIA

VICINITY MAP



USGS 7.5' QUAD (MONTGOMERY)

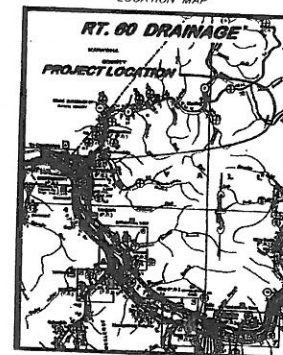
SHEET NO.	DESCRIPTION
1	EXISTING CONDITIONS AND TAX MAP OVERLAY
2	RECLAMATION PLAN AND DRAINAGE OVERLAY
3	DETAILED RECLAMATION PLAN
4	BASISLINE CROSS SECTIONS AND RELOCATED CHANNEL PROFILE
5	TYPICAL DETAILS
6	SEDIMENT CONTROL DETAILS

ITEM NO.	DESCRIPTION	QUANTITY
1.0	MOBILIZATION AND DEMOBILIZATION (LIMIT TO MAX. 10% OF BID)	1.0
2.0	CONSTRUCTION LAYOUT (LIMITED TO 5% OF TOTAL BID)	1.0
3.0	QUALITY CONTROL (LIMITED TO 5% OF TOTAL BID)	1.0
4.0	SITE PREPARATION (LIMITED TO 10% OF TOTAL BID)	1.0
4.1	GRAVEL DRIVE REHABILITATION	250 YDS
4.2	SILT FENCE SEDIMENT CONTROL	400 LF
5.1	STONE CONSTRUCTION ENTRANCE (1.0 7.0 LF x 12" MIN)	25 TONS
5.2	POSS. CHECK DAM	5 EA
6.0	REHABILITATION	1.0
7.0	4' GROUTED REPAIR CHANNEL	1.0
7.1	GROUT KEY	200 LF
8.1	UNCLASSIFIED EROSION	1.0
8.2	4'-8" STEEL PILING	1.0
9.1	3'-8" x 6" x 2' REINFORCED CONCRETE LANDING PANELS	265 LF
9.2	4' CLEAN STONE BACKFILL	250 TONS
10.1	4" SCHEDULE 40 PERFORATED/NO.1-PERFORATED DRAIN PIPE	175 LF
10.2	3" x 1' UNDERDRAIN (1.0' MIN. SPACING)	500 LF
11.0	UNDERDRAIN CONVEYANCE PIPE (1.0' MIN. SPACING)	200 LF

APPROVED \_\_\_\_\_  
DATE \_\_\_\_\_

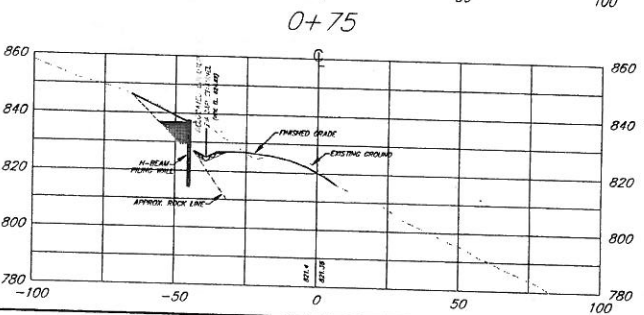
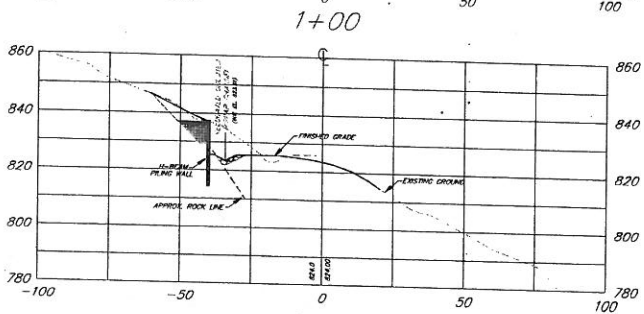
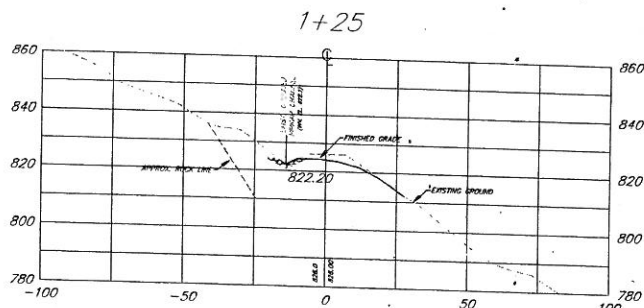
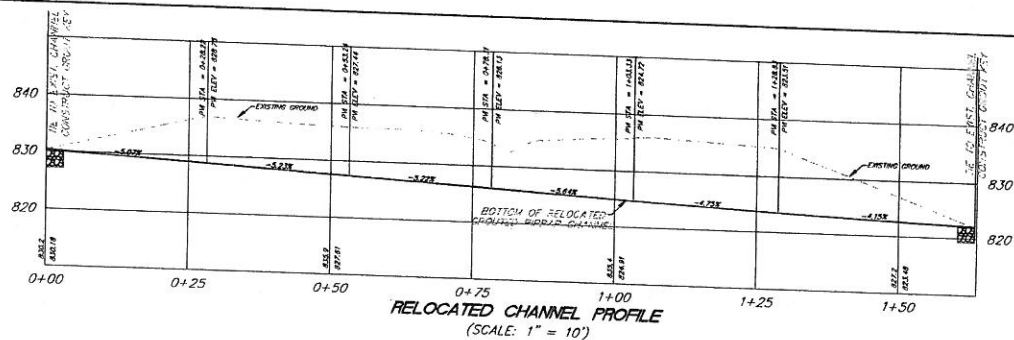
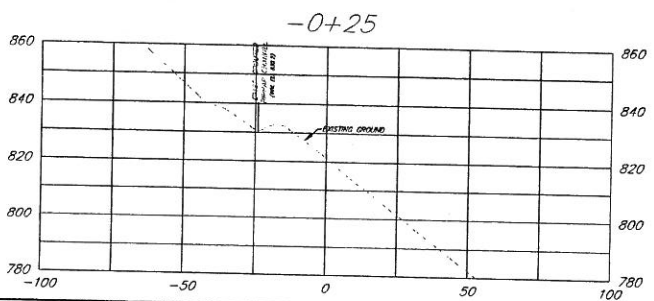
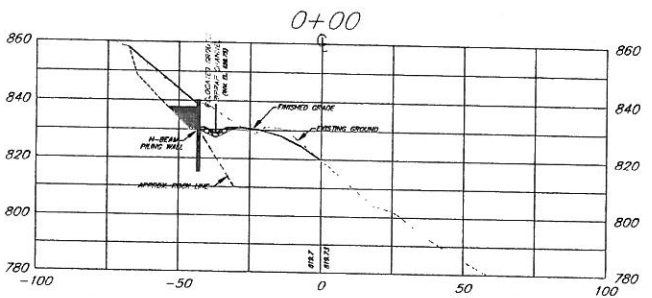
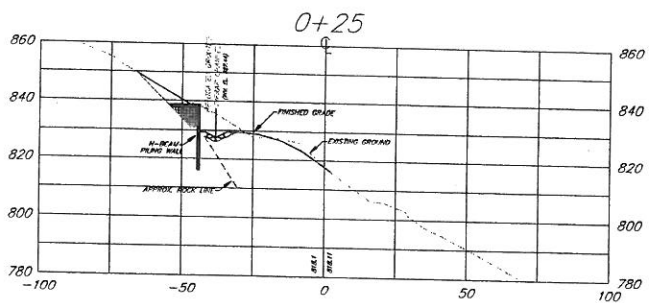
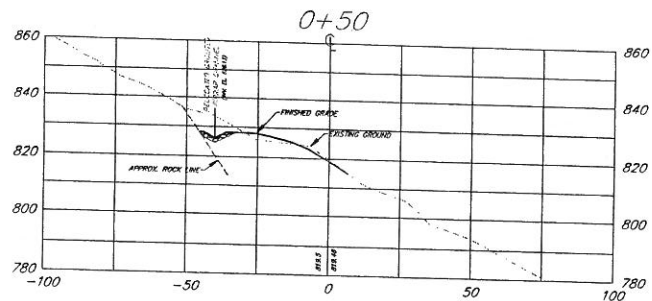


LOCATION MAP



COUNTY HIGHWAY MAP





STATE OF WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION ABANDONED MINE LANDS AND RECLAMATION	
ROUTE 60 DRAINAGE SLIDE REPAIR AND MAINTENANCE	
BASELINE CROSS SECTIONS AND RELOCATED CHANNEL PROFILE	
DESIGNED BY: AWI	SCALE: 1" = 20'
APPROVED BY:	DRAWN BY: JAMES HODGE
DATE: 4/4/2014	SHEET NO. 5

WV-72  
Created 07/01/13

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: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**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: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



WV-73  
Rev. 08/2013



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

**STATE OF WEST VIRGINIA,**  
**COUNTY OF Kanawha, TO-WIT:**

I, Kelley Carpenter, after being first duly sworn, depose and state as follows:

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

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

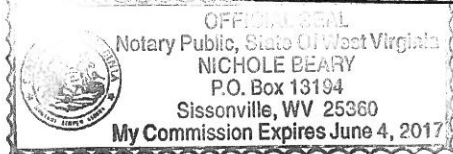
The above statements are sworn to under the penalty of perjury.

By: Kelley Carpenter  
Title: President  
Company Name: Carpenter Reclamation, Inc.  
Date: 12-23-14

Taken, subscribed and sworn to before me this 23 day of December, 2014.

By Commission expires June 4, 2017

(Seal)



Nichole Beary  
(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 Obligor, 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 Obligor 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 \_\_\_\_\_  
 REQ.P.O# \_\_\_\_\_

### 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 Obligees, 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.**



WV-75  
Created 07/18/12



State of West Virginia  
**PURCHASING DIVISION**  
Construction Bid Submission Review Form

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

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

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

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

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



AVS OFT Report - 4/5/2010 12:56:36 PM

All OFTs where the selected entity is listed as an entity or related entity

Entity Selected (140618) Carpenter Reclamation Inc

Parent Entity

(140618) Carpenter Reclamation Inc  
(140618) Carpenter Reclamation Inc  
(140618) Carpenter Reclamation Inc  
(140618) Carpenter Reclamation Inc

Description

President  
Shareholder  
Shareholder  
Vice President

Related Entity

(140616) Kelley Carpenter  
(140616) Kelley Carpenter  
(140617) Mary Carpenter  
(140617) Mary Carpenter

% Ownership

50%  
50%

Begin Date

10/1/1989  
10/1/1989  
10/1/1989  
10/1/1989

End Date

Current Information

K. Carpenter

12-23/4

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, CARPENTER RECLAMATION, INC.  
of P.O. BOX 13015, SISSONVILLE, WV 25360, as Principal, and GREAT AMERICAN INSURANCE COMPANY  
of 301 EAST 4TH STREET CINCINNATI, OH 45202-4201, a corporation organized and existing under the laws of the State of OHIO  
with its principal office in the City of CINCINNATI, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of FIVE PERCENT (5%) OF THE  
AMOUNT OF THE BID (\$                                 ) 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  
DEP17013 ROUTE 60 DRAINAGE SLIDE REPAIR AND MAINTENANCE - FAYETTE 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.

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 9TH day of DECEMBER, 20 14.

Principal Seal

CARPENTER RECLAMATION, INC.

(Name of Principal)

By Kelly Carpenter

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

President

(Title)

Surety Seal

GREAT AMERICAN INSURANCE COMPANY

(Name of Surety)

William A. Kantlehner III

WILLIAM A. KANTLEHNER, III 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.**

**GREAT AMERICAN INSURANCE COMPANY®****Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than **TEN**

No. 0 20435

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power	
STEVEN M. GARRETT	DEBORAH A. YATES	CHRISTOPHER E. VON ALLMEN	ALL
WILLIAM A. KANTLEHENER, III	JEFFREY A. BROWN	ANDREW G. WINDHORST, JR	\$100,000,000
THOMAS J. MITCHELL	DIANE L. PHELPS	ALL OF	
ROGER A. NEAL	LINDA KAPFFHAMMER	LOUISVILLE, KENTUCKY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **13TH** day of **SEPTEMBER**, 2013  
GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **13TH** day of **SEPTEMBER**, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Shelle Clontz**  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **9TH** day of **DECEMBER**, 2014



*Atty L C. B.*  
Assistant Secretary

RFQ No. DEP 17013STATE 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: Carpenter Reclamation, Inc.Authorized Signature: Kelly Carpenter Date: 12-23-14State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 23 day of December, 2014.My Commission expires June 4, 2017, 2017.**AFFIX SEAL HERE**

NOTARY PUBLIC

Nichole Beary

Purchasing Affidavit (Revised 07/01/2012)

