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Header

List View

General Information

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Default Values

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Document Information

Procurement Folder: 68730

Procurement Type: Central Purchase Order

Vendor ID: 000000209426



Legal Name: EASTERN ARROW CORP INC

Alias/DBA:

Total Bid: \$519,410.00

Response Date: 03/31/2015



Response Time: 17:30

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SO Dept: 0313

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Status: Closed

Solicitation Description: Addendum 3 PEPPER PORTALS
DRAINAGE REFERENCE DEP17115

Total of Header Attachments: 0

Total of All Attachments: 0



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

State Of West Virginia
Solicitation Response

Proc Folder : 68730

Solicitation Description : Addendum 3 PEPPER PORTALS DRAINAGE REFERENCE DEP17115

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-02 13:30:00	SR 0313 ESR03311500000002909	1

VENDOR

000000209426

EASTERN ARROW CORP INC

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mobilization & Demobilization	1.00000	LS	\$3,590.80	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	(Lump Sum) (Cannot exceed 10% of Total Bid)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Construction Layout	1.00000	LS	\$1,000.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	(Lump Sum) (Cannot exceed 5% of Total Bid)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Quality Control	1.00000	LS	\$1,000.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	(Lump Sum) (Cannot exceed 3% of Total Bid)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Site Preparation	1.00000	LS	\$34,000.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	(Lump Sum) (Cannot exceed 7% of Total Bid)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Super Silt Fence	1900.00000	LF	\$3.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Super Silt Fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Erosion Control Wattles	8100.00000	LF	\$0.50	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Erosion Control Wattles

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Rock Check Dams	61.00000	EA	\$50.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Rock Check Dams

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Stabilized Construction Entrances	2.00000	EA	\$5,000.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Stabilized Construction Entrances

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	RipRap Dissipaters	3.00000	EA	\$2,500.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	RipRap Dissipaters
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Revegetation	14.20000	ACRE	\$2,000.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Revegetation
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	15" HDPE Culvert	130.00000	LF	\$30.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	15" HDPE Culvert
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	24" HDPE Culvert	68.00000	LF	\$50.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	24" HDPE Culvert
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Grouted RipRap Vee Drainage Channel - Type A	150.00000	LF	\$84.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Grouted RipRap Vee Drainage Channel - Type A
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Synthetic Lined Vee Drainage Channel - Type B	2611.00000	LF	\$20.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Synthetic Lined Vee Drainage Channel - Type B
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	RipRap Trapezoidal Drainage Channel - Type C	45.00000	LF	\$80.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	RipRap Trapezoidal Drainage Channel - Type C
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Grouted RipRap Trapezoidal Drainage Channel - Type D	198.00000	LF	\$94.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Grouted RipRap Trapezoidal Drainage Channel - Type D
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Low Water Crossing	1.00000	EA	\$4,500.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Low Water Crossing
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Unclassified Excavation	79309.00000	CY	\$2.80	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Unclassified Excavation
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Modified Wet Mine Seal	1.00000	EA	\$21,000.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Modified Wet Mine Seal
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Soda Ash Briquettes	25.00000	EA	\$50.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	50 lb. Bag
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Straw Bale/Silt Fence Pit	1.00000	EA	\$500.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Straw Bale/Silt Fence Pit
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	12" Conveyance Pipe Solid	314.00000	LF	\$31.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	12" Conveyance Pipe Solid
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Underdrains	100.00000	LF	\$82.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Underdrains
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Access Road	982.00000	LF	\$20.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Access Road
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Farm Gates	3.00000	EA	\$1,000.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Farm Gates
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Stone Filled Gabion Baskets	126.00000	CY	\$173.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Stone Filled Gabion Baskets
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Temporary Fence	140.00000	LF	\$15.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Temporary Fence
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Permanent Fence	150.00000	LF	\$15.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Permanent Fence
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Encapsulated Aggregate Plug	215.00000	TON	\$50.00	

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	Encapsulated Aggregate Plug

PEPPER PORTALS AND DRAINAGE

Contractor's Bid Sheet

EASTERN ARROW

P.O. BOX 4108

CHARLESTON, WV 25364

PHONE: 304 414-0255

FAX: 304 414-0256

easternarrow@hotmail.com

easternarrow.net

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1 LS	Mobilization and Demobilization (Shall not exceed 10% of total)	\$590 ⁰⁰	\$ 3590 ⁰⁰
2.0	1 LS	Construction Layout (Shall not exceed 5% of total)	1000 ⁻	\$ 1000 ⁻
3.0	1 LS	Quality Control (Shall not exceed 3% of total)	1000 ⁻	\$ 1,000 ⁻
4.0	1 LS	Site Preparation (Shall not exceed 7% of total)	24,000 ⁻	\$ 24,000 ⁻
5.1	1900 LF	Super Silt Fence	3 ⁻	\$ 5700 ⁻
5.2	8100 LF	Erosion Control Wattles	62 ⁰⁰	\$ 4630 ⁻
5.3	61 EA	Rock Check Dams	50 ⁻	\$ 3050 ⁻
5.4	2 EA	Stabilized Construction Entrances	5000 ⁻	\$ 10,000 ⁻
5.5	3 EA	RipRap Dissipaters	2500 ⁻	\$ 7500 ⁻
6.0	14.2 AC	Revegetation	2000 ⁻	\$ 28,400 ⁻
7.1	130 LF	15-inch HDPE Culvert	30 ⁻	\$ 3900 ⁻
7.2	68 LF	24-inch HDPE Culvert	50 ⁻	\$ 3400 ⁻
7.3	150 LF	Grouted Riprap Vee Drainage Channel - Type A	84 ⁻	\$ 12,600 ⁻
7.4	2611 LF	Synthetic Lined Vee Drainage Channel - Type B	20 ⁻	\$ 52,220 ⁻
7.5	45 LF	Riprap Trapezoidal Drainage Channel - Type C	80 ⁻	\$ 3600 ⁻
7.6	198 LF	Grouted Riprap Trapezoidal Drainage Channel - Type D	94 ⁻	\$ 18,612 ⁻
7.7	1 EA	Low Water Crossing	4500 ⁻	\$ 4500 ⁻
8.0	79309 CY	Unclassified Excavation	280 ⁻	\$222,065 ⁻
9.1	1 EA	Modified Wet Mine Seal	21,000 ⁻	\$ 21,000 ⁻
9.2	25 EA	Soda Ash Briquettes, 50 lb. Bag	50 ⁻	\$ 1250 ⁻
9.3	1 EA	Straw Bale/Silt Fence Pit	500 ⁻	\$ 500 ⁻
9.4	314 LF	12-inch Conveyance Pipe Solid	31 ⁻	\$ 9734 ⁻
10.0	100 LF	Underdrains	82 ⁻	\$ 8200 ⁻
13.1	982 LF	Access Road	20 ⁻	\$ 19640 ⁻
13.2	3 EA	Farm Gates	1000 ⁻	\$ 3000 ⁻
13.3	126 CY	Stone Filled Gabion Baskets	173 ⁻	\$ 21798 ⁻
13.4	140 LF	Temporary Fence	15 ⁻	\$ 2100 ⁻
13.5	150 LF	Permanent Fence	15 ⁻	\$ 2250 ⁻
15.0	215 TN	Encapsulated Aggregate Plug	50 ⁻	\$ 10750 ⁻
		TOTAL		\$ 519,410 ⁻

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP1500000030

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

EASTERN ARROW CORP., INC.

Company



Authorized Signature

4/2/15

Date

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

Revised 6/8/2012

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation, Inc.
of PO Box 4108, Charleston WV 25364, as Principal, and Ohio Farmers Insurance Company
of PO Box 5001, Westfield Center, Ohio 44251, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount 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
DEP17115, Pepper Portals & Drainage in Barbour County WV, CRFQ1500000030
according to plans and specifications.

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 Obligees 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 4th day of March, 2015.

Principal Seal

Eastern Arrow Corporation, Inc.
(Name of Principal)

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

Ann Wardwell, President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)


Attorney-in-Fact
Sheila D. McCormick

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.

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

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

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

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2015.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 02nd day of JANUARY A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of March A.D., 2015



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



**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, Ann Wardwell, after being first duly sworn, depose and state as follows:

1. I am an employee of Eastern Arrow Corp., Inc.; and,
(Company Name)
2. I do hereby attest that Eastern Arrow Corp., 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: [Signature]
Title: President
Company Name: Eastern Arrow Corp., Inc.
Date: April 2, 2015

Taken, subscribed and sworn to before me this 2nd day of April, 2015.
By Commission expires May 12, 2019

(Seal)



[Signature]
(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.**

STATE 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.

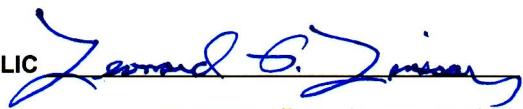
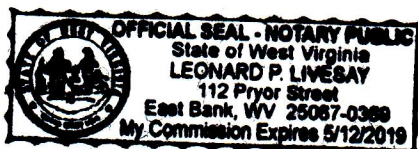
DEFINITIONS:

"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: Eastern Arrow Corp., Inc.Authorized Signature:  Date: April 2, 2015State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 2 day of April, 2015.My Commission expires May 12, 2019.**AFFIX SEAL HERE****NOTARY PUBLIC***Purchasing Affidavit (Revised 07/01/2012)*

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: EASTERN ARROW CORP, INC.

Contractor's License No. WV 0022303

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. 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.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. 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.

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV022303

Classification:

EXCAVATION

EASTERN ARROW CORP INC
DBA EASTERN ARROW CORP INC
PO BOX 4108
CHARLESTON, WV 25364

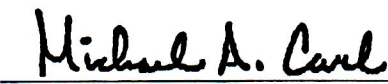
Date Issued

FEBRUARY 01, 2015

Expiration Date

FEBRUARY 01, 2016


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

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: Eastern Arrow Corp Inc Tax Payer ID No.: 55-0754491
Address: PO Box 4108
City: Charleston State: WV Zip Code: 25364 Phone: (304) 414-0255
Fax No.: (304) 414-0256 E-mail address: easternarrow@hotmail.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, Ann Wardwell, 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.

4/2/15 [Signature] 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>.

(141829) EASTERN ARROW CORP INC

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Hold Own. Code
139824	WARDWELL, ANN	PRS	17-Feb-1994		
139824	WARDWELL, ANN	SH	17-Feb-1994		33%
139825	WARDWELL, MICHAEL	VP	17-Feb-1994		
139825	WARDWELL, MICHAEL	SH	17-Feb-1994		34%
139826	WARDWELL, JAY R	SEC	1-Jun-1996		
139826	WARDWELL, JAY R	TRF	1-Jun-1996		
139826	WARDWELL, JAY R	SH	1-Jun-1996		33%
141837	WARDWELL, J R	DIR	1-Jun-1996	31-Jul-2000	
141837	WARDWELL, J R	SH	1-Jun-1996	31-Jul-2000	28%

CERTIFICATION AND SIGNATURE PAGE

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

EASTERN ARROW CORP., INC.

(Company)

Ann WARDWELL PRESIDENT

(Authorized Signature) (Representative Name, Title)

304-414-0255 304-414-0256 4/2/15

(Phone Number) (Fax Number) (Date)