



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

# Solicitation

NUMBER

DEP16588

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER  
304-558-2316

\*604150016 304-372-4378  
EAGLE EXCAVATION INC  
PO BOX 218

KENNA WV 25248

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

DATE PRINTED

06/24/2014

BID OPENING DATE:

08/12/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		336,650 <sup>00</sup>
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
REQUEST FOR SOLICITATION						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 6-ACRE ABANDONED MINE PROJECT KNOWN AS THE "AMIGO PORTALS" PROJECT. THE SITE IS LOCATED IN AMIGO, WEST VIRGINIA, (RALEIGH CO).						
A MANDATORY ON SITE PRE-BID CONFERENCE SHALL BE HELD. PRE-BID WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.						
THE PRE-BID MEETING DESCRIBED IN THIS SOLICITATION WILL INCLUDE A SITE VISIT OF RESTRICTED ACCESS AREAS. DUE TO THE ACCESS LIMITATIONS, ALL VENDORS MUST BE PRESENT AT THE PRE-BID MEETING AT THE TIME THE SITE VISIT OF THE RESTRICTED ACCESS AREA COMMENCES. ANY VENDOR NOT PRESENT AT THE PRE-BID MEETING WHEN THE SITE VISIT OF THE RESTRICTED ACCESS AREA BEGINS WILL BE DEEMED TO HAVE MISSED THE PRE-BID MEETING.						
DIRECTIONS TO PRE-BID SITE: 08/21/14 01:11:20PM West Virginia Purchasing Division						
FROM CHARLESTON, WV, TAKE I-77 SOUTH (WV TURNPIKE) TO EXIT 42 (ROBERT C. BYRD DRIVE). CONTINUE 15.6 MILES SOUTH ON WV-16 TO CO. RT. 35 (DEVIL'S FORK ROAD) IN						

SIGNATURE

*Meite S Freshour*

TELEPHONE

372-4378

DATE

8-12-14

TITLE

PRESIDENT

FEIN

55-0762758

ADDRESS CHANGES TO BE NOTED ABOVE

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



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25304 304-926-0499

DATE PRINTED
06/24/2014

BID OPENING DATE: 08/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
AMIGO. TURN LEFT ONTO CO. RT. 35 (DEVIL'S FORK ROAD). THE FIRST PORTAL IS LOCATED APPROXIMATELY 0.1 MILE ON THE RIGHT, OPPOSITE OF MERINO LANE.						
CONTACT & PHONE #: ROGER EARLE, 304-926-0499, EXT 1475						
PLANS & SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS: 1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML & R, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD. 2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST. ***** THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS. *****						
*****						
AML CONTRACTOR INFORMATION FORM OMB #1029-0119 IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV						
*****						
(1) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF						

SIGNATURE	Neite S. Freshorn	TELEPHONE	372-4378	DATE	8-12-14
TITLE	PRESIDENT	FEIN	55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 804-558-2316

\*604150016 304-372-4378

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

DATE PRINTED
06/24/2014

BID OPENING DATE: 08/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(2) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:</p> <p>(A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.</p> <p>(B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(3) TECHNICAL SPECIFICATIONS:</p> <p>ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE</p>						

SIGNATURE	<i>Meite S Freshorn</i>	TELEPHONE	372-4378	DATE	8-12-14
TITLE	PRESIDENT	FEIN	55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE	

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CHARLESTON, WV  
25304 304-926-0499

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DATE PRINTED

06/24/2014

BID OPENING DATE:

08/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
RECLAMATION OF THE "AMIGO PORTALS" PROJECT. SAID PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 44 DRAWINGS AS PREPARED BY GAI CONSULTANTS, INC.						
(4) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.						
(5) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.						
***** THIS IS THE END OF RFQ DEP16588 ***** TOTAL:						# 336,650 <sup>00</sup>

SIGNATURE

TITLE

TELEPHONE

DATE

ADDRESS CHANGES TO BE NOTED ABOVE

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



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - ☐ A pre-bid meeting will not be held prior to bid opening.
  - ☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
  - ☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:  
 Amigo, WV  
 Raleigh County - Please see cover page for directions  
 July 17, 2014 - Thursday @ 10:00 A.M.

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

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

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

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

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

Question Submission Deadline: July 21, 2104 - end of business

Submit Questions to: Evelyn P. Melton

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

*(Vendors should not use this fax number for bid submission)*

Email: [evelyn.p.melton@wv.gov](mailto:evelyn.p.melton@wv.gov)

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

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

SEALED BID: \_\_\_\_\_  
 BUYER: FRANK W. HAKER  
 SOLICITATION NO.: DEP 16.588  
 BID OPENING DATE: 8-12-2014  
 BID OPENING TIME: 1:30 PM  
 FAX NUMBER: (304) 372-4378

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

BID TYPE: ☐ Technical  
☐ Cost

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

Bid Opening Date and Time: August 12, 2014 - Tuesday @ 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

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

**GENERAL TERMS AND CONDITIONS:**

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



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

☐ **Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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.

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

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ 365 calendar \_\_\_\_\_ days.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:**

\$ 2,000,000.00 ☒ or more.

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

☒ Aggregate - \$ 2,000,000.00

☒ Automobile - \$ 2,000,000.00

☐
☐
☐

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

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

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  

\$ 250.00/day
for each day of delay

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation



during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
38. **[RESERVED]**
39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.  
  
If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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



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



- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



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

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

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

Contractor's Name: EAGLE EXCAVATION, INC.

Contractor's License No. WV 032594

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

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

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

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

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

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

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

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **Required Information.** The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy,
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**Instructions for Completing AML Contractor Form OMB #1029-0119<sup>1</sup>**

**Part A: General Information.** Part A should be completed by the AML Contractor.

**Part B: Legal Structure.** Part B should be completed by the AML Contractor.

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).** Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.<sup>2</sup>

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

**Part D:**

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

<sup>1</sup> If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

<sup>2</sup> You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.

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: EAGLE EXCAVATION INC Tax Payer ID No.: 55-0762758  
Address: P.O. Box 218  
City: KENNA State: WV Zip Code: 25248 Phone: 304 372 4378  
Fax No.: 304 372 4378 E-mail address: \_\_\_\_\_

#### 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, MEIKE D. FRESHOUR, 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.

8-12-14      Meike D Freshour      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>.



**Part D.**

Contractor's Business Name: \_\_\_\_\_

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

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

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

### PAPERWORK REDUCTION STATEMENT

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

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

**CERTIFICATION AND SIGNATURE PAGE**

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

EAGLE EXCAVATION INC.  
(Company)

Meike S. Freshour  
(Authorized Signature)

MEIKE D. FRESHOUR PRESIDENT  
(Representative Name, Title)

(304) 372-4378      (304) 372-4378  
(Phone Number)      (Fax Number)

8-12-2014  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP16588**

**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.

EAGLE EXCAVATION INC.  
Company

M. J. Freshour  
Authorized Signature

8-21-2014  
Date

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

RFQ No. DEP16588STATE 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.

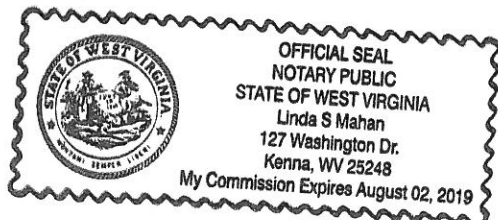
**DEFINITIONS:**

**"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: EAGLE EXCAVATION INCAuthorized Signature: Glenn George Freshour Date: 8-19-2014State of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 19 day of Aug., 2014My Commission expires 8/2, 2019**AFFIX SEAL HERE**NOTARY PUBLIC Linda S Mahan*Purchasing Affidavit (Revised 07/01/2012)*



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF JACKSON, TO-WIT:**

I, DENNIS GEORGE FRESHOUR, after being first duly sworn, depose and state as follows:

1. I am an employee of EAGLE EXCAVATION, INC.; and,  
(Company Name)
2. I do hereby attest that EAGLE EXCAVATION, INC.  
(Company Name)

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

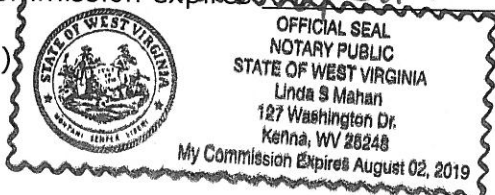
The above statements are sworn to under the penalty of perjury.

By: Dennis George Freshour  
Title: FIELD MANAGER  
Company Name: EAGLE EXCAVATION, INC.  
Date: 8-19-2014

Taken, subscribed and sworn to before me this 19 day of Aug, 2014.

By Commission expires 8/2/19

(Seal)



Linda Mahan  
(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

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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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: \_\_\_\_\_

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

## BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)  
RFQ/RFP# (B)

- (A) WV State Agency  
(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

**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

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

**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 WV DEP  
 REQ.P.O.# DEP16588

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
 \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
 of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which,  
 well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

### NOW THEREFORE,

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

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

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

Principal Seal

\_\_\_\_\_  
 (Name of Principal)

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

\_\_\_\_\_  
 (Title)

Surety Seal

\_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 Attorney-in-Fact

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



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

## Solicitation

NUMBER
DEP16588

PAGE
1

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

\*604150016 304-372-4378

EAGLE EXCAVATION INC  
PO BOX 218

KENNA WV 25248

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

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DATE PRINTED

08/06/2014

BID OPENING DATE: 08/21/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM ISSUED:						
1. TO PROVIDE RESPONSES TO VENDOR'S QUESTIONS REGARDING THE ABOVE SOLICITATION.						
2. TO PROVIDE VENDORS A REVISED DRAWING AND A REVISED CONTRACTOR'S BID SHEET.						
3. TO PROVIDE VENDORS A COPY OF THE MANDATORY PRE-BID MEETING SIGN-IN SHEETS.						
4. TO MOVE THE BID OPENING DATE: FROM: 08/12/2014 @ 1:30 P.M. TO: 08/21/2014 @ 1:30 P.M.						
5. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		962-73		336,650 <sup>00</sup>
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SIGNATURE	<i>Mike S. Freshour</i>	TELEPHONE	372-4378	DATE	8-21-2014
TITLE	PRESIDENT	FEIN	55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

# Solicitation

NUMBER
DEP16588

PAGE
2

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

\*604150016 304-372-4378

EAGLE EXCAVATION INC  
PO BOX 218

KENNA WV 25248

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

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DATE PRINTED

08/06/2014

BID OPENING DATE: 08/21/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP16588 ***** TOTAL:						<u>336,650</u>
SIGNATURE <i>Meiko S. Freshour</i> TELEPHONE <i>372-4378</i> DATE <i>8-21-2014</i>						
TITLE <i>PRESIDENT</i>		FEIN <i>55-0762758</i>		ADDRESS CHANGES TO BE NOTED ABOVE		

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



# SOLICITATION NUMBER: DEP16588

## Addendum Number: 1

---

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

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

1. To address questions and revisions regarding the above solicitation.
2. To provide a copy of the mandatory pre-bid meeting sign-in sheets.
3. To move the bid opening date;  
from: 08/12/2014 @ 1:30 P.M.  
to: 08/21/2014 @ 1:30 P.M.
4. To provide Addendum Acknowledgement.

**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

**DEP16588  
Amigo Portals  
Addendum #1**

- Item 1: The Contractor shall have 180 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.
- Item 2: Statement - Bat gate mine seals should be installed between May 1 and August 31. However, there may be an opportunity to finish gate installation between September 1 and October 1, if the weather is warm enough that bats have not begun to hibernate and the construction equipment will not block the portal entrance at night when bats will be exiting to forage.
- Item 3: Q - Will the contractor awarded the Purchase Order be required to start construction this year?  
A - Since this project has many bat gate mine seals, the selected Contractor will have the option of starting construction this year or next. Under no circumstance will the Contractor be paid twice for mobilization/demobilization.
- Item 4: Q - On the 750 feet of stream bank protection, since the material is black, how is it to be handled and how will the excavation be paid for?  
A - Material excavated for stream bank protection may be disposed of on site, in various locations, including on the flat areas available. The cost for excavation is incidental to the cost of the stream bank protection (i.e. line item 7.2 on the bid sheet).
- Item 5: Q - Are the areas designated on the plans the only areas we are supposed to address for stream bank protection?  
A - For stream bank protection on this project, we are only addressing those areas specifically identified on the plans, which were determined by WVDEP inspection to be the worst areas.
- Item 6: Q - Does all this material need to be hauled out?  
A - Yes. Material excavated for stream bank protection may be disposed of on site, in various locations, including on the flat areas available.
- Item 7: Q - How are the rock check dams to be measured and paid for? (Bid item 5.4.)  
A - "Rock Check Dams" exist as a line item on the bid sheet, but the units should be changed from "per linear foot" to "per each". Obviously, the quantity must be changed accordingly. Also, please note that the "Rock Check Dams" should be wrapped with filter cloth, Thrace-Linq 140Ex, or Engineer approved equal (this is not illustrated on the detail drawing).  
Note: See the revised bid sheet, which is part of this Addendum.
- Item 8: Q - Does the location of the stabilized construction entrance on Drawing 22 need to be placed at the location shown on the plans?  
A - Yes, it is required to be placed where shown on the plans.

**DEP16588  
Amigo Portals  
Addendum #1**

- Item 9: Q - Do we have to knock the sides off? (The sides of the embankment to be removed on Drawing 22.)  
A - The existing embankment (including culvert) is to be removed. The existing embankment shall be graded to eliminate any impounding capability. The embankment material shall be placed in the impoundment area and graded to drain.
- Item 10: Q - What is this wire, and will it need to be moved? (Drawing 22, near the proposed stabilized construction entrance.)  
A - It is assumed to be a utility guy wire. It is the Contractor's responsibility to have it identified and moved, if necessary. The cost of any utility relocations will be handled per section XV (Utilities and Other Obstructions) of the Special Provisions of the Specifications.
- Item 11: Q - Does this mine seal need a drain pipe, what is the length, and what grade is required? (Portal 2, Drawing 23.)  
A - This portal has always been dry. Therefore, drain pipes have not been proposed. There is no desire to reclaim the highwall behind this portal. We are only concerned with the effective sealing of the mine opening. The backfill should be placed a minimum of 2 feet above the coal seam. The cover slope is 2H:1V. The minimum grade for the bat gate (HDPE culvert) is 2%.  
Note: A revised detail has been included as Item 36 in this Addendum, and should replace the relevant profile detail on Drawing 44.
- Item 12: Q - Does the exposed metal pipe need to be replaced? (Portal 2, Drawing 23.)  
A - We do not believe it is an active utility or drainage pipe, but it is the Contractor's responsibility to identify it and handle accordingly.
- Item 13: Q - Can we put the excavated material from the stream bank protection on the bench here? (The area near Portal 3 on Drawing 23.)  
A - Material excavated for stream bank protection may be disposed of on site, in various locations, including on the flat areas available.
- Item 14: Q - Is there a time constraint for the stream bank protection work?  
A - No, neither the U.S. Army Corps of Engineers or the WV Division of Natural Resources put any seasonal limits on this project for work in the stream.
- Item 15: Q - Are we required to purchase the rock for the stream bank protection work in this area? (The area shown on Drawing 23.)  
A - Yes, commercial stone is specified for this section. The only stream bank protection area that does not require commercial stone is the area on Drawing 29.
- Item 16: Q - Do we have to put soil cover under the matting in this area? (The area shown on Drawing 23.)  
A - Any exposed refuse shall be covered with soil before the matting is placed. Soil should be available in the general area. The soil cover shall be considered incidental.

**DEP16588**  
**Amigo Portals**  
**Addendum #1**

- Item 17: Q - Is this material slate? (The bench area near portal 3 on Drawing 23.)  
 A - No subsurface investigation was performed. The limits and composition of the refuse material is unknown.
- Item 18: Q - Do we have to cut and stack timber greater than 8 inches in diameter, and can timber/brush be windrowed?  
 A - All timber and brush should be handled as per section 4.0 (Site Preparation) in the Technical Specifications published for this project. Section 4.0 does require timber 8 inches in diameter or greater (at stump height) to be saw cut and stockpiled at a location acceptable to the Engineer. Windrowing of smaller timber may be allowed with the approval of the Engineer.
- Item 19: Q - Can an item for road stone be included on the bid sheet?  
 A - Bid Item 4.2 (Class I aggregate, per ton) is already on the bid sheet.
- Item 20: Q - Do the plastic pipes need to be tied into the proposed manhole? (Portal 4 on Drawing 22.)  
 A - The Contractor will not be required to tie the pipes in, but will be required to install two taps in the manhole. It will be the local residents' responsibility to attach to the taps. Note that this answer is different than what was said at the pre-bid conference.
- Item 21: Q - Will we have to punch holes in the manhole so the residents can tie into it? (Portal 4 on Drawing 22.)  
 A - Yes, as noted in the previous item, the Contractor will be required to install two taps in the manhole. Note that this answer is different than what was said at the pre-bid conference.
- Item 22: Q - Will the manhole be exposed, and will it hold water? (Portal 4 on Drawing 22.)  
 A - The intent of the manhole is to serve as a reservoir for water, and it can be exposed.
- Item 23: Q - What size are these bat gates? (Portals 7 & 8 on Drawing 25.)  
 A - Both are 48 inch HDPE culverts.
- Item 24: Q - Where is the access to the stream bank protection area shown on Drawing 28?  
 A - The access to this area on Drawing 28 starts at the stabilized construction entrance on Drawing 26, and then continues southeast the length of Drawing 27.  
 Note: We did not view this area during the pre-bid conference.
- Item 25: Q - How are these mine seals to be paid for? (Portals 17 & 18 on Drawing 30.)  
 A - They are to be filled with low slump concrete, and the payment will be on a "per each" basis (two items) as bid item 5.4. (The payment will not be based on the volume of concrete.)



**DEP16588**  
**Amigo Portals**  
**Addendum #1**

Item 26: Q - Is the concrete for the portals low slump or low strength? (Portals 17 & 18 on Drawing 30.)

A - Section 9.2.11 (Low Slump Concrete) specifies low slump concrete, (a slump of four to five inches), and requires a compressive strength of 2,000 psi at 7 days. Section 9.3.3.5 specifies the method for placement.

Item 27: Q - Does the bat gate go in front of or behind the wall, how wide is the bat gate, and how many bat gates go here? (Portals 15 & 16 on Drawing 29.)

A - On Drawing 29, in the area around portal numbers 15 and 16, near the rock wall, the revised scope of work is as follows:

Existing trash and debris shall be removed and properly disposed of, existing rock and rocky material to be removed and reduced in size to a  $D_{50}$  of 18 inches and placed along the existing slope as stream bank protection (illustrated on Drawing number 29), the voids along the rock wall to be filled with soil and graded to drain, and then revegetated as per specifications (note: it is anticipated that this area will require some hand work); as a result of this revised scope of work, the pay items are as follows:

- Portal 15 remains as is (bat gate - 48" HDPE culvert) and is a separate pay (line) item (same as before)
- Portal 16 is eliminated as a line item (reflected in revised quantity on bid sheet)
- Rock and rocky material removed, reduced, used as stream bank protection, incidental to project (same as before)
- Trash, debris, removed and disposed of properly, incidental to project (same as before)
- Void fill, regrade, etc. is a new line item on revised bid sheet, with a unit of "per lump sum"

Note: The revised bid sheet, which is part of this Addendum, has been revised to reflect the revised scope of work above.

Item 28: Q - What type of conveyance, and what length, for the portal drains is required at portals 15 & 16 (Drawing 29)?

A - Portal 16 has been eliminated as noted above. Portal 15 will have the pipe modified to cover the opening. It is anticipated that the standard detail will be adequate for this opening.

Item 29: Q - How much overhang do we need to remove above portals 15 & 16 on Drawing 29?

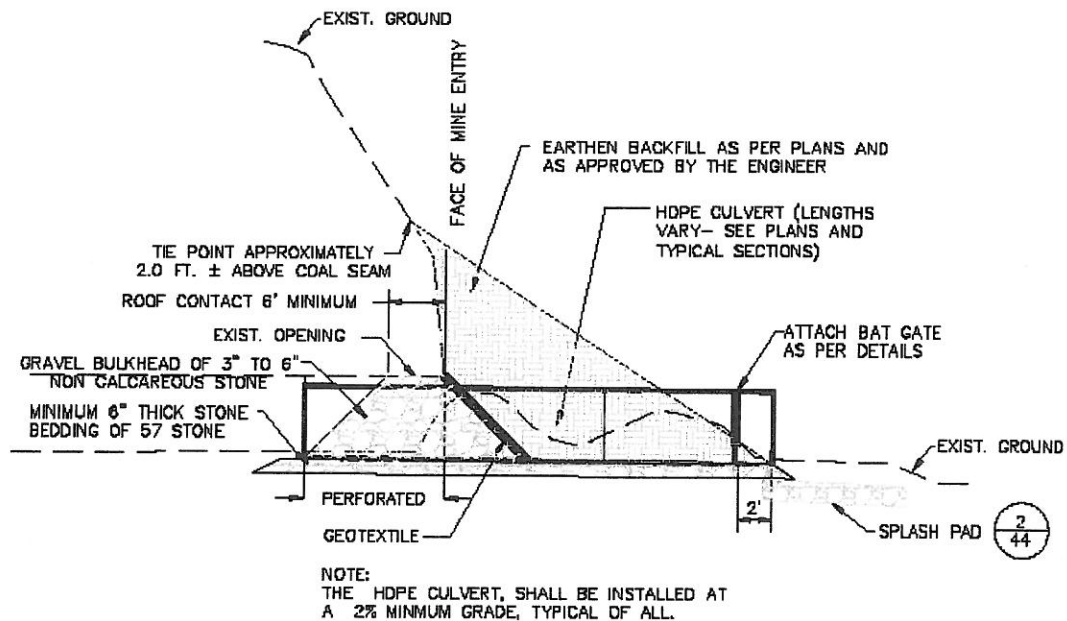
A - The contractor is responsible for maintaining and operating a safe working environment. Please refer to item 8.0 SAFETY REQUIREMENTS, and item 9.0 PROTECTION OF PERSONS & PROPERTY of the ARTICLE III – GENERAL CONDITIONS.

**DEP16588**  
**Amigo Portals**  
**Addendum #1**

- Item 30: Q - How are we supposed to install a mine seal with rock overhanging it?  
A - The contractor is responsible for maintaining and operating a safe working environment. Please refer to item 8.0 SAFETY REQUIREMENTS, and item 9.0 PROTECTION OF PERSONS & PROPERTY of the ARTICLE III – GENERAL CONDITIONS.
- Item 31: Q - Do we have to relocate the exposed waterline where it crosses the stream? (The area near portals 15 & 16 on Drawing 29.)  
A - No, it is upstream (southwest) of the proposed stream bank protection area.
- Item 32: Statement: In the area of portals 15 & 16 on Drawing 29 and the access route to them on Drawing 30, the Contractor needs to protect the waterline where it is in the construction work limits (buried). It is to Contractor's responsibility to locate and protect the line, since it feeds water to a local resident.
- Item 33: Statement: At portal 14 on Drawing 29, a section of temporary culvert will need to be added. This will be reflected in the revised bid sheet.  
Note: We did not view this area during the pre-bid conference.
- Item 34: Statement: Black plastic waterline(s) may cross or follow the identified access route to portal 14 on Drawing 29. It is to Contractor's responsibility to locate and protect the line(s), since it feeds water to a local resident.  
Note: We did not view this area during the pre-bid conference.
- Item 35: Corrections: On Drawing 41, the following items should be corrected:
- a) Vegetative Practices note - 21 days should be changed to 14 days at two places in the second bullet point.
  - b) Stream bank protection Detail 4/41 - The thickness should be 36 inches.
  - c) Stream bank protection Detail 7/41 - The thickness should be 36 inches.

**DEP16588**  
**Amigo Portals**  
**Addendum #1**

Item 36: The drawing below should replace the relevant profile drawing on sheet 44 for a culvert type of bat gate without drain pipes (Detail 1/44).



TYPICAL CONSTRUCTION DETAILS

(APPLICABLE TO ALL BAT GATES UNLESS NOTED)

Not to Scale

**AMIGO PORTALS**  
**DEP16588**  
**Contractor's Bid Sheet**  
**(Revised For Addendum)**

Vendors Name: EAGLE EXCAVATION INC.

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	Unit	Description	Unit Price	Amount
1.0	1	LS	"Mobilization and Demobilization," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	LS	\$ 2,000 <sup>00</sup>
2.0	1	LS	"Construction Layout," per lump sum. Cannot be more than 3% of the Total Amount Bid for the project.	LS	\$ 2,000 <sup>00</sup>
3.0	1	LS	"Quality Control," per lump sum. Cannot be more than 3% of the Total Amount Bid for the project.	LS	\$ 750 <sup>00</sup>
4.1	1	LS	"Site Preparation," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	LS	\$ 10,000 <sup>00</sup>
4.2	200	TON	"Class I Aggregate," per ton	\$ 22 <sup>00</sup>	\$ 4,400 <sup>00</sup>
4.3	160	LF	"Temporary Culvert" per linear foot	\$ 40 <sup>00</sup>	\$ 6,400 <sup>00</sup>
5.1	2,700	LF	"Silt Fence," per linear foot	\$ 1 <sup>00</sup>	\$ 2,700 <sup>00</sup>
5.2	2,700	LF	"Straw Wattles," per linear foot	\$ 3 <sup>00</sup>	\$ 8,100 <sup>00</sup>
5.3	6	EA	"Stabilized Construction Entrance," per each	\$ 10,000 <sup>00</sup>	\$ 60,000 <sup>00</sup>
5.4	20	EA	"Rock Check Dams," per each	\$ 200 <sup>00</sup>	\$ 4,000 <sup>00</sup>
6.0	6	AC	"Revegetation," per plan view acre	\$ 1,000 <sup>00</sup>	\$ 6,000 <sup>00</sup>
7.1	60	LF	"2-Foot Deep Riprap 2H:1V VEE Channel," per linear foot	\$ 60 <sup>00</sup>	\$ 3,600 <sup>00</sup>
7.2	900	LF	"Stream Bank Protection," per linear foot	\$ 80 <sup>00</sup>	\$ 72,000 <sup>00</sup>
7.3	1	EA	"Type A Manhole," per each	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
9.1	2	EA	"Wet/Modified Wet Seal," per each	\$ 7,500 <sup>00</sup>	\$ 15,000 <sup>00</sup>
9.2	12	EA	"Bat Gate," per each	\$ 9,000 <sup>00</sup>	\$ 108,000 <sup>00</sup>
9.3	1	EA	"Dry Seal," per each	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
9.4	2	EA	"Low Slump Concrete Dry Seal," per each	\$ 7,500 <sup>00</sup>	\$ 15,000 <sup>00</sup>
9.5	100	BAG	"Soda Ash Briquettes," per 50 pound bag	\$ 18 <sup>00</sup>	\$ 1,800 <sup>00</sup>
10.1	100	LF	"Underdrain," per linear foot	\$ 20 <sup>00</sup>	\$ 2,000 <sup>00</sup>
10.2	100	LF	"12-Inch Conveyance Pipe," per linear foot	\$ 8 <sup>00</sup>	\$ 800 <sup>00</sup>
12.0	1,000	SY	"Erosion Control Matting," per square yard	\$ 2 <sup>00</sup>	\$ 2,000 <sup>00</sup>
			<b>Additional addendum item</b>		
13.0	1	LS	"Fill voids, regrade, etc. in area on drawing number 29, near rock overhang," per lump sum	LS	\$ 100 <sup>00</sup>
			<b>TOTAL</b>		\$ 336,650 <sup>00</sup>

REQUEST FOR QUOTATION NO. **DEP16588****SIGN IN SHEET**Page 1 of 3

Amigo Portals

PLEASE PRINT

Date: July 17, 2014

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

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ALL-CON LLC</u>	<u>124 philpott Ln</u>	PHONE <u>304-731-0190</u>	
Rep: <u>Matthew Blosser</u>	<u>Beaver, WV</u>	TOLL FREE	
Email Address: <u>DIRLE@ACI-WV.COM</u>	<u>25813</u>	FAX	
Company: <u>ROMIE SPENCER INC</u>	<u>HC 74, Box 201</u>	PHONE <u>304-364-8626</u>	
Rep: <u>I.R. SPENCER</u>	<u>STRANGE CREEK, WV</u>	TOLL FREE <u>304 644-8116 PER</u>	
Email Address: <u>RH52@hughes.net</u>	<u>25063</u>	FAX <u>- 8376</u>	
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50th ST</u>	PHONE <u>304-925 0253</u>	
Rep: <u>DAN H. BOWMAN</u>	<u>Charleston WV</u>	TOLL FREE	
Email Address: <u>DHB722@yahoo.com</u>	<u>25304</u>	FAX <u>304 925-9230</u>	
Company: <u>BRECK-AWAY INC</u>	<u>1539 Old Turnpike Rd</u>	PHONE <u>304-765-5317</u>	
Rep: <u>Jeff Hamrick</u>	<u>Sutton WV 26601</u>	TOLL FREE	
Email Address: <u>Jeff@breckawaywv.com</u>		FAX	
Company: <u>BARNES EXC. INC.</u>	<u>P.O. BOX 13384</u>	PHONE <u>304-984-1725</u>	
Rep: <u>Robert Barnes</u>	<u>Sissonville</u>	TOLL FREE	
Email Address: <u>BARNESEXC@AOL.COM</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>	

REQUEST FOR QUOTATION NO. DEP16588**SIGN IN SHEET**Page 2 of 3

Amigo Portals

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Date: July 17, 2014

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>M<sup>c</sup>ConA &amp; Son Const.</u>	<u>5802 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>GARY Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wirefire.com</u>		FAX <u>304 765-5293</u>
Company: <u>Pineville Paving &amp; Exc. Inc</u>	<u>Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>Mike BRADFORD</u>	<u>Pineville W.V. 24874</u>	TOLL FREE
Email Address: <u>BMikePPI@aol.com</u>		FAX <u>304 732 7855</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. Box 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA, WV</u>	TOLL FREE
Email Address: <u>_____</u>	<u>25248</u>	FAX <u>(304) 372-4378</u>
Company: <u>WISEMAN EXCAVATING INC</u>	<u>515 WISEMAN FARM ROAD</u>	PHONE <u>304-586-3736</u>
Rep: <u>JOE WISEMAN</u>	<u>LIBERTY, WV 25124</u>	TOLL FREE
Email Address: <u>joewiseman6@gmail.com</u>		FAX <u>304-586-3780</u>
Company: <u>Carpenter Reclamation</u>	<u>P.O Box 13015 Chas WV 25360</u>	PHONE <u>304-984-1115</u>
Rep: <u>Kelley Carpenter</u>		TOLL FREE
Email Address: <u>RCARPEN103@AOL.COM</u>		FAX <u>304-984-2770</u>



REQUEST FOR QUOTATION NO. **DEP16588****SIGN IN SHEET**Page 3 of 3

Amigo Portals

PLEASE PRINT

Date: July 17, 2014**\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Corporation</u>	<u>2400 R. H. Dr.</u>	PHONE <u>304-887-0108</u>
Rep: <u>Richard Koger II</u>	<u>Danville WV 25832</u>	TOLL FREE
Email Address: <u>rkoger@aspen-golf.com</u>		FAX <u>304-763-4591</u>
Company: <u>Eastern Arrow Corp.</u>	<u>Box 100</u>	PHONE <u>304-414-0255</u>
Rep: <u>Jay R Wardwell</u>	<u>Charleston, WV 25301</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>		FAX
Company: <u>BPI, Inc</u>		PHONE <u>304-760-8909</u>
Rep: <u>Christian Wells</u>	<u>PO Box 315</u>	TOLL FREE
Email Address: <u>cwells@bpi-gc.com</u>	<u>Teays, W.V. 25569</u>	FAX
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP16588**

**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.

EAGLE EXCAVATION INC.

Company

Meike S. Freshour

Authorized Signature

8-21-2014

Date

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



## AVS OFT Report - 3/4/2010 4:05:51 PM

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

Entity Selected (150896) Eagle Excavation Inc

### Parent Entity

(150896) Eagle Excavation Inc  
(150896) Eagle Excavation Inc  
(150896) Eagle Excavation Inc  
(150896) Eagle Excavation Inc  
(150896) Eagle Excavation Inc

### Description

Director  
President  
Director  
Secretary  
Treasurer

### Related Entity

(139730) Meike D Freshour  
(139730) Meike D Freshour  
(157116) Leslie Ann Roush  
(157116) Leslie Ann Roush  
(157116) Leslie Ann Roush

### % Ownership

### Begin Date

### End Date

5/29/2001

5/29/2001

5/29/2001

5/29/2001

5/29/2001

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eagle Excavation, Inc.  
of Kenna, WV, as Principal, and Merchants National Bonding, Inc.  
of Des Moines, IA, a corporation organized and existing under the laws of the State of  
IA with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP16588 Amigo Portals - According to Plans & 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 Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
12th day of August, 2014.

Principal Corporate Seal

Eagle Excavation, Inc.

(Name of Principal)

By Meike D. Freshour

(Must be President or  
Vice President)

Meike D. Freshour President

(Title)

Surety Corporate Seal

Merchants National Bonding, Inc.

(Name of Surety)

By: Patricia A. Moye

Patricia A. Moye, WV Resident Agent Attorney-in-Fact

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

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Allan L McVey; Gregory T Gordon; Kimberly J Wilkinson; Patricia A Moye

of Charleston and State of West Virginia their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**EIGHT MILLION (\$8,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of December, 2013.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

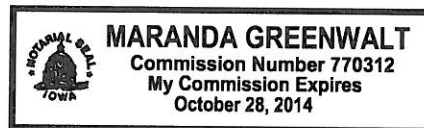
*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 9th day of December, 2013, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Maranda Greenwalt*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of August, 2014.



*William Warner Jr.*

Secretary