



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

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## General Information

[Contact](#)
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Procurement Folder: 166005

Procurement Type: Central Purchase Order

Vendor ID: 000000173354

Legal Name: HIGH POINT CONSTRUCTION GROUP LLC

Alias/DBA:

Total Bid: \$3,705,528.55

Response Date: 02/25/2016

Response Time: 11:20

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP1600000032

Published Date: 2/9/16

Close Date: 2/25/16

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 02 OSR Carson  
One /Gladly Fork Land Reclamation

Total of Header Attachments: 0

Total of All Attachments: 0



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MOBILIZATION & DEMOBILIZATION	1.00000	LS	\$120,500.000000	\$120,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : MOBILIZATION & DEMOBILIZATION (LUMP SUM)(CANNOT EXCEED 10% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	PROJECT SIGN	1.00000	LS	\$1,150.000000	\$1,150.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : PROJECT SIGN

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	CONSTRUCTION LAYOUT	1.00000	LS	\$6,000.000000	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : CONSTRUCTION LAYOUT (CANNOT EXCEED 5% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	QUALITY CONTROL	1.00000	LS	\$7,500.000000	\$7,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : QUALITY CONTROL (CANNOT EXCEED 3% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	SITE PREPARATION	1.00000	LS	\$34,200.000000	\$34,200.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : SITE PREPARATION (CANNOT EXCEED 10% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	ROAD RESTORATION STONE	400.00000	TON	\$24.000000	\$9,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : ROAD RESTORATION STONE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	SILT FENCE	2200.00000	LF	\$5.100000	\$11,220.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : SILT FENCE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	STRAW WATTLE	1400.00000	LF	\$4.000000	\$5,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : STRAW WATTLE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	STONE CHECK DAM	7.00000	EA	\$98.000000	\$686.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	STONE CHECK DAM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	STABILIZED CONSTRUCTION ENTRANCE	1.00000	EA	\$1,850.000000	\$1,850.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	STABILIZED CONSTRUCTION ENTRANCE
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	REVEGETATION	6.00000	ACRE	\$2,215.000000	\$13,290.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	REVEGETATION
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	TYPE I RIPRAP DITCH	450.00000	LF	\$42.500000	\$19,125.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	TYPE I RIPRAP DITCH
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	TYPE V RIPRAP DITCH	870.00000	LF	\$205.000000	\$178,350.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : TYPE V RIPRAP DITCH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	24 INCH HDPE PIPE	125.00000	LF	\$80.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 24 INCH HDPE PIPE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	60 INCH HDPE PIPE	60.00000	LF	\$325.000000	\$19,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 60 INCH HDPE PIPE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	UNCLASSIFIED EXCAVATION	13000.00000	CY	\$3.050000	\$39,650.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : UNCLASSIFIED EXCAVATION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	SOIL COVER	4.00000	ACRE	\$3,000.000000	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	SOIL COVER)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	CONCRETE CAPS	2.00000	EA	\$0.010000	\$0.02

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	CONCRETE CAPS
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	ROCK BACKFILL	700.00000	TON	\$48.000000	\$33,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	ROCK BACKFILL
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	BOREHOLE GROUTING	10.00000	CY	\$570.000000	\$5,700.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	BOREHOLE GROUTING
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	UNDERDRAIN	100.00000	LF	\$0.010000	\$1.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : UNDERDRAIN

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	UNDERDRAIN CONVEYANCE PIPE	50.00000	LF	\$0.010000	\$0.50

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : UNDERDRAIN CONVEYANCE PIPE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	DEMOLITION	1.00000	LS	\$50,400.000000	\$50,400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : DEMOLITION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	CONSTRUCTION LAYOUT	1.00000	LS	\$27,500.000000	\$27,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : CONSTRUCTION LAYOUT (CANNOT EXCEED 5% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	QUALITY CONTROL	1.00000	LS	\$34,500.000000	\$34,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	QUALITY CONTROL (CANNOT EXCEED 3% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	SITE PREPARATION	1.00000	LS	\$102,000.000000	\$102,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	SITE PREPARATION (CANNOT EXCEED 10% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	ROAD RESTORATION STONE	2000.00000	TON	\$24.000000	\$48,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	ROAD RESTORATION STONE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	SILT FENCE	5400.00000	LF	\$4.750000	\$25,650.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	SILT FENCE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	SUPER SILT FENCE	2400.00000	LF	\$13.100000	\$31,440.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : SUPER SILT FENCE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	STRAW WATTLE	15200.00000	LF	\$2.200000	\$33,440.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : STRAW WATTLE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	STONE CHECK DAM	42.00000	EA	\$72.000000	\$3,024.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : STONE CHECK DAM

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	STABILIZED CONSTRUCTION ENTRANCE	1.00000	EA	\$1,850.000000	\$1,850.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : STABILIZED CONSTRUCTION ENTRANCE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	EROSION CONTROL MATTING	2100.00000	SY	\$1.150000	\$2,415.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : EROSION CONTROL MATTING

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	STORMWATER DETENTION POND	1.00000	LS	\$44,000.000000	\$44,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : STORMWATER DETENTION POND

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	REVEGETATION	50.00000	ACRE	\$2,000.000000	\$100,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : REVEGETATION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	TYPE I RIPRAP DITCH	4270.00000	LF	\$42.500000	\$181,475.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : TYPE I RIPRAP DITCH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	TYPE II GROUTED RIPRAP DITCH	120.00000	LF	\$132.000000	\$15,840.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : TYPE II GROUTED RIPRAP DITCH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	TYPE III RIPRAP DITCH	640.00000	LF	\$54.000000	\$34,560.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : TYPE III RIPRAP DITCH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	TYPE IV GROUTED RIPRAP DITCH	5865.00000	LF	\$140.000000	\$821,100.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : TYPE IV GROUTED RIPRAP DITCH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	TYPE V RIPRAP DITCH	200.00000	LF	\$205.000000	\$41,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : TYPE V RIPRAP DITCH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
41	LOW WATER CROSSING	1.00000	EA	\$5,700.000000	\$5,700.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	LOW WATER CROSSING
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
42	RIPRAP STREAM PROTECTION	150.00000	LF	\$63.000000	\$9,450.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	RIPRAP STREAM PROTECTION
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
43	UNCLASSIFIED EXCAVATION	380000.00000 CY		\$2.700000	\$1,026,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	UNCLASSIFIED EXCAVATION
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
44	SOIL COVER	42.00000	ACRE	\$3,470.000000	\$145,740.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	SOIL COVER
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
45	UNDERDRAIN	500.00000	LF	\$0.010000	\$5.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	UNDERDRAIN

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
46	UNDERDRAIN CONVEYANCE PIPE	200.00000	LF	\$0.010000	\$2.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	UNDERDRAIN CONVEYANCE PIPE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
47	DEMOLITION	1.00000	LS	\$60,500.000000	\$60,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	DEMOLITION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
48	CONSTRUCTION LAYOUT	1.00000	LS	\$2,300.000000	\$2,300.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :	CONSTRUCTION LAYOUT(CANNOT EXCEED 5% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
49	QUALITY CONTROL	1.00000	LS	\$4,300.000000	\$4,300.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : QUALITY CONTROL (CANNOT EXCEED 3% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
50	SITE PREPARATION	1.00000	LS	\$25,400.000000	\$25,400.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : SITE PREPARATION(CANNOT EXCEED 10% OF SUBTOTAL AMOUNT BID)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
51	SILT FENCE	900.00000	LF	\$6.250000	\$5,625.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : SILT FENCE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
52	STABILIZED CONSTRUCTION ENTRANCE	2.00000	EA	\$1,850.000000	\$3,700.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : STABILIZED CONSTRUCTION ENTRANCE



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
53	REVEGETATION	4.00000	ACRE	\$2,275.000000	\$9,100.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : REVEGETATION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
54	CLEANING AND REPAIR OF OUTLET STRUCTURES	220.00000	LF	\$87.000000	\$19,140.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : CLEANING AND REPAIR OF OUTLET STRUCTURES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
55	CONCRETE CAPS	3.00000	EA	\$0.010000	\$0.03

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : CONCRETE CAPS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
56	ROCK BACKFILL	4000.00000	TON	\$31.200000	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : ROCK BACKFILL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
57	BOREHOLE GROUTING	50.00000	CY	\$710.000000	\$35,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : BOREHOLE GROUTING

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
58	DEMOLITION	1.00000	LS	\$35,500.000000	\$35,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : DEMOLITION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
59	SEDIMENT POND EXCAVATION	15000.00000	CY	\$3.600000	\$54,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : SEDIMENT POND EXCAVATION Line 43.1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
60	FARM FENCE	650.00000	LF	\$17.000000	\$11,050.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : FARM FENCE Line 59.0

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** CRFQ DEP1600000032

GLADY FORK MINING & CARBON ONE MINING

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

HIGH POINT CONSTRUCTION GROUP, LLC  
Company

Timothy L Shaw  
Authorized Signature

2/24/2016  
Date

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



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

STATE OF WEST VIRGINIA,

COUNTY OF LIPSHUR, TO-WIT:

I, TEMOTHY B SHAW, after being first duly sworn, depose and state as follows:

1. I am an employee of HIGH POINT CONSTRUCTION GROUP; and,  
(Company Name)
2. I do hereby attest that HIGH POINT CONSTRUCTION GROUP  
(Company Name)

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

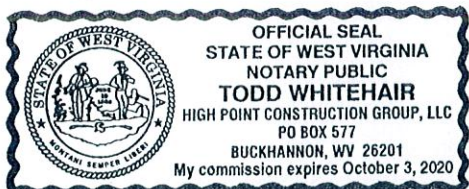
The above statements are sworn to under the penalty of perjury.

By: Timothy B Shaw  
Title: MEMBER  
Company Name: HIGH POINT CONSTRUCTION GROUP  
Date: FEB 5, 2016

Taken, subscribed and sworn to before me this 5 day of FEBRUARY, 2016.

By Commission expires 10/3/2020

(Seal)



Todd Whitehair  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: High Point Construction Group, LLC

Authorized Signature: Timothy B Shaw Date: 2-5-16

State of WV

County of UPSHUR, to-wit:

Taken, subscribed, and sworn to before me this 5 day of FEBRUARY, 2016.

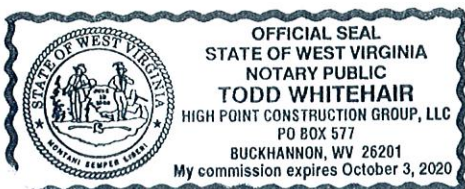
My Commission expires OCTOBER 3, 2020.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Todd Whitehair

*Purchasing Affidavit (Revised 07/01/2012)*





**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, High Point Construction Group, LLC  
of PO Box 577, Buckhannon WV 26201, as Principal, and Travelers Casualty and Surety Company of America  
of 119 Virginia Street W, Charleston WV 25302, a corporation organized and existing under the laws of the State of Connecticut  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount Bid ) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for CRFQ DEP1600000032 - OSR Carson One / Gladly Fork Land Reclamation in Upshur County WV according to plans and specifications.

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 1st day of February, 2016.

Principal Seal

High Point Construction Group, LLC

(Name of Principal)

By Timothy B Shaw

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

Timothy Shaw, Member Manager

(Title)

Surety Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

Ross E. Johnson

Ross E. Johnson, 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.**





## POWER OF ATTORNEY

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

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

Attorney-In Fact No. 229290

Certificate No. 006422908

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

Ross E. Johnson, Patrick B. Kee, Beverly A. Holstine, Sheila McCormick, Taylor R. Johnson, and Bradley P. Bobersky

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June, 2015.

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

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



State of Connecticut  
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 30th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Marie C. Tetreault, Notary Public



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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15<sup>th</sup> day of February, 20 16.

  
Kevin E. Hughes, Assistant Secretary



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



**CARSON ONE MINING & GLADY FORK MINING, INC.**  
**Addendum #2 Revised 1-27-16**  
**Contractor's Bid Sheet**

Vendors Name:       HIGH POINT CONSTRUCTION GROUP, LLC      

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
			<b>Permit D-35-82</b>		
1.0	LS	LS	MOBILIZATION & DEMOBILIZATION (LUMP SUM) (CANNOT EXCEED 7.0% OF TOTAL AMOUNT BID)	LS	\$ 120,500.00
2.0	LS	LS	PROJECT SIGN	LS	\$ 1,150.00
3.0	LS	LS	CONSTRUCTION LAYOUT (LUMP SUM) (CANNOT EXCEED 5% OF SUBTOTAL AMOUNT BID)	LS	\$ 6,000.00
4.0	LS	LS	QUALITY CONTROL (LUMP SUM) (CANNOT EXCEED 3% OF SUBTOTAL AMOUNT BID)	LS	\$ 7,500.00
5.0	LS	LS	SITE PREPARATION (LUMP SUM) (CANNOT EXCEED 10% OF SUBTOTAL AMOUNT BID)	LS	\$ 34,200.00
6.0	400	TON	ROAD RESTORATION STONE (PER TON)	\$ 24.00	\$ 9,600.00
7.0	2,200	LF	SILT FENCE (PER LINEAR FOOT)	\$ 5.10	\$ 11,220.00
8.0	1,400	LF	STRAW WATTLE (PER LINEAR FOOT)	\$ 4.00	\$ 5,600.00
9.0	7	EA	STONE CHECK DAM (PER EACH)	\$ 98.00	\$ 686.00
10.0	1	EA	STABILIZED CONSTRUCTION ENTRANCE (PER EACH)	\$ 1,850.00	\$ 1,850.00
11.0	6	ACRE	REVEGETATION (PER PLAN VIEW ACRE)	\$ 2,215.00	\$ 13,290.00
12.0	450	LF	TYPE I RIPRAP DITCH (PER LINEAR FOOT)	\$ 42.50	\$ 19,125.00
13.0	870	LF	TYPE V RIPRAP DITCH (PER LINEAR FOOT)	\$ 205.00	\$ 178,350.00
14.0	125	LF	24 INCH HDPE PIPE (PER LINEAR FOOT)	\$ 80.00	\$ 10,000.00
15.0	60	LF	60 INCH HDPE PIPE (PER LINEAR FOOT)	\$ 325.00	\$ 19,500.00
16.0	13,000	CY	UNCLASSIFIED EXCAVATION (PER CUBIC YARD)	\$ 3.05	\$ 39,650.00
17.0	4	ACRE	SOIL COVER (PER PLAN VIEW ACRE)	\$ 3,000.00	\$ 12,000.00
18.0	2	EA	CONCRETE CAPS (PER EACH)	\$ 0.01	\$ 0.02
19.0	700	TONS	ROCK BACKFILL (PER TON)	\$ 48.00	\$ 33,600.00
20.0	10	CY	BOREHOLE GROUTING (PER CY)	\$ 570.00	\$ 5,700.00
21.0	100	LF	UNDERDRAIN (PER LINEAR FOOT)	\$ 0.01	\$ 1.00
22.0	50	LF	UNDERDRAIN CONVEYANCE PIPE (PER LINEAR FOOT)	\$ 0.01	\$ 0.50
23.0	LS	LS	DEMOLITION (PER LUMP SUM)	LS	\$ 50,400.00
			SUBTOTAL D-35-82		\$ 579,922.52

			<b>Permit 0-4-84</b>		
24.0	LS	LS	CONSTRUCTION LAYOUT (LUMP SUM)	LS	\$ 27,500.00
			(CANNOT EXCEED 5% OF SUBTOTAL AMOUNT BID)		
25.0	LS	LS	QUALITY CONTROL (LUMP SUM)	LS	\$ 34,500.00
			(CANNOT EXCEED 3% OF SUBTOTAL AMOUNT BID)		
26.0	LS	LS	SITE PREPARATION (LUMP SUM)	LS	\$ 102,000.00
			(CANNOT EXCEED 10% OF SUBTOTAL AMOUNT BID)		
27.0	2,000	TON	ROAD RESTORATION STONE (PER TON)	\$ 24.00	\$ 48,000.00
28.0	5,400	LF	SILT FENCE (PER LINEAR FOOT)	\$ 4.75	\$ 25,650.00
29.0	2,400	LF	SUPER SILT FENCE (PER LINEAR FOOT)	\$ 13.10	\$ 31,440.00
30.0	15,200	LF	STRAW WATTLE (PER LINEAR FOOT)	\$ 2.20	\$ 33,440.00
31.0	42	EA	STONE CHECK DAM (PER EACH)	\$ 72.00	\$ 3,024.00
32.0	1	EA	STABILIZED CONSTRUCTION ENTRANCE (PER EACH)	\$ 1,850.00	\$ 1,850.00
33.0	2,100	SY	EROSION CONTROL MATTING (PER SQUARE YARD)	\$ 1.15	\$ 2,415.00
34.0	LS	LS	STORMWATER DETENTION POND (PER LUMP SUM)	LS	\$ 44,000.00
35.0	50	ACRE	REVEGETATION (PER PLAN VIEW ACRE)	\$ 2,000.00	\$ 100,000.00
36.0	4,270	LF	TYPE I RIPRAP DITCH (PER LINEAR FOOT)	\$ 42.50	\$ 181,475.00
37.0	120	LF	TYPE II GROUTED RIPRAP DITCH (PER LINEAR FOOT)	\$ 132.00	\$ 15,840.00
38.0	640	LF	TYPE III RIPRAP DITCH (PER LINEAR FOOT)	\$ 54.00	\$ 34,560.00
39.0	5,865	LF	TYPE IV GROUTED RIPRAP DITCH (PER LINEAR FOOT)	\$ 140.00	\$ 821,100.00
40.0	200	LF	TYPE V RIPRAP DITCH (PER LINEAR FOOT)	\$ 205.00	\$ 41,000.00
41.0	1	EA	LOW WATER CROSSING (PER EACH)	\$ 5,700.00	\$ 5,700.00
42.0	150	LF	RIPRAP STREAM PROTECTION	\$ 63.00	\$ 9,450.00
43.0	380,000	CY	UNCLASSIFIED EXCAVATION (PER CUBIC YARD)	\$ 2.70	\$ 1,026,000.00
43.i	15,000	CY	SEDIMENT POND EXCAVATION (PER CUBIC YARD)	\$ 3.60	\$ 54,000.00
44.0	42	ACRE	SOIL COVER (PER PLAN VIEW ACRE)	\$ 3,470.00	\$ 145,740.00
45.0	500	LF	UNDERDRAIN (PER LINEAR FOOT)	\$ 0.01	\$ 5.00
46.0	200	LF	UNDERDRAIN CONVEYANCE PIPE (PER LINEAR FOOT)	\$ 0.01	\$ 2.00
47.0	LS	LS	DEMOLITION (PER LUMP SUM)	LS	\$ 60,500.00
			SUBTOTAL PERMIT 0-4-84		\$ 2,849,191.00
			<b>Permit U-60-83</b>		
48.0	LS	LS	CONSTRUCTION LAYOUT (LUMP SUM)	LS	\$ 2,300.00
			(CANNOT EXCEED 5% OF SUBTOTAL AMOUNT BID)		
49.0	LS	LS	QUALITY CONTROL (LUMP SUM)	LS	\$ 4,300.00
			(CANNOT EXCEED 3% OF SUBTOTAL AMOUNT BID)		
50.0	LS	LS	SITE PREPARATION (LUMP SUM)	LS	\$ 25,400.00
			(CANNOT EXCEED 10% OF SUBTOTAL AMOUNT BID)		
51.0	900	LF	SILT FENCE (PER LINEAR FOOT)	6.25	\$ 5,625.00
52.0	2	EA	STABILIZED CONSTRUCTION ENTRANCE (PER EACH)	1850	\$ 3,700.00
53.0	4	ACRE	REVEGETATION (PER PLAN VIEW ACRE)	2275	\$ 9,100.00
54.0	220	LF	CLEANING AND REPAIR OF OUTLET STRUCTURES (PER LINEAR FOOT)	87	\$ 19,140.00
55.0	3	EA	CONCRETE CAPS (PER EACH)	0.01	\$ 0.03
56.0	4,000	TONS	ROCK BACKFILL (PER TON)	31.2	\$ 124,800.00
57.0	50	CY	BOREHOLE GROUTING (PER CY)	710	\$ 35,500.00
58.0	LS	LS	DEMOLITION (PER LUMP SUM)	LS	\$ 35,500.00
59.0	650	LF	FARM FENCE	17	\$ 11,050.00
			SUBTOTAL PERMIT U-60-83		\$ 276,415.03
			CARSON ONE MINING & GLADY FORK MINING TOTAL		\$ 3,705,528.55

  
 Bidder's Authorized Signature

2/25/16  
 Date



### CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

HIGH POINT CONSTRUCTION GROUP, LLC  
(Company)

Timothy B Shaw TEMOTHY B SHAW MEMBER  
(Authorized Signature) (Representative Name, Title)

304-472-5595 / 304-472-5594  
(Phone Number) (Fax Number) (Date)

## 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: HIGH POINT CONSTRUCTION GROUP, LLC

Contractor's License No. WV 026530

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

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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