



ENVIRONMENTAL CONSTRUCTION, INC.

PO BOX 705

SCOTT DEPOT, WV 25560

PH 304-545-5729

BID ENCLOSED

02/02/17 10:52:13
WV Purchasing Division



Purchasing Division
2016 Washington Street East
Post Office Box 50150
Charleston, WV 25305-0150

State of West Virginia
Request for Quotation
06 - Construction

Proc Folder: 275522

Doc Description: Apple Grove Fish Hatchery - Replacement of EPDM Pool Liners

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-08	2017-01-19 13:30:00	CRFO 0310 DNR1700000032	1

BID RECEIVING LOCATION:

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2016 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number: Environmental Construction, Inc.
PO Box 705
Scott Depot, WV 25560
ph 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION:**Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page	1	\$	2,888,546.50	\$ 2,888,546.50

Comm Code	Manufacturer	Specification	Model #
70101002	AS SPECIFIED		

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response.

DNR1700000032	Document Phase Draft	Document Description Apple Grove Fish Hatchery - Replacement of EPDM Pool Liners	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

Apple Grove Fish Hatchery
743 Hatchery Lane
Gallipolis Ferry, Mason County, WV. 25515
January 4th, 2017 at 10:30 AM. EST.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 11th, 2017 at 9AM. EST

Submit Questions to: Guy Nisbet
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@WV.Gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

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

SEALED BID:
BUYER: Guy Nisbet
SOLICITATION NO.: CRFQ 0313 DNR 1700000032
BID OPENING DATE: 02-02-2017
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-755-8280

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 19th, 2017 at 1:30 PM. EST.

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

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.
- 13. 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.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** 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 contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

☐ **Other:** See attached.

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 Award Document 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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of Bid Amount. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

☒ **Commercial General Liability Insurance:** In the amount of \$5,000,000.00 or more.

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

☒ Per the AIA A201-2007 WV. Supplementary Conditions, Article 11 Insurance and the ACORD25 form attached to the same.

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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.

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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.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of two hundred (\$200.00) per calendar day for each calendar day beyond the scheduled contract completion date.

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.

- 11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. 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.
- 18. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

- 19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 22. 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.
- 23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 24. 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.
- 25. 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.
- 26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

35. 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.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ 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.

41. 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.

42. 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:
- c. 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
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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: Environmental Construction

Contractor's License No.: WV- 031500

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 West Virginia Code § 21-1D-5 was provided;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work.

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

d. 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 bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Environmental Construction

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

[illegible]

Attach additional pages if necessary

Revised 11/30/2016

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Matt Gibson Pres.
 (Name, Title)
 Matt Gibson President
 (Printed Name and Title)
 PO Box 705 Scott Depot, WV 25560
 (Address)
 304-545-5729 304-755-8280
 (Phone Number) / (Fax Number)
 eci@fostersupply.com
 (email address)

CERTIFICATION AND SIGNATURE: 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.

Environmental Construction Inc.

(Company)
Matt Gibson President
 (Authorized Signature) (Representative Name, Title)
 Matt Gibson President
 (Printed Name and Title of Authorized Representative)
 02/02/2017
 (Date)
 PH 304-545-5729 FAX 304-755-8280
 (Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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.

Environmental Construction Inc.

Company 02/02/2017

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Pond Liner Replacement
Apple Grove Fish Hatchery

29

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Natural Resources to establish a contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
 - 2.1 **"Construction Services"** means Replacement of the pond liners at the Apple Grove Hatchery, in Gallipolis Ferry, WV, as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **"EPDM"** means ethylene propylene diene monomer (M-class) rubber. The M refers to its classification in ASTM standard D-1418; the M class includes rubbers having a saturated chain of the polymethylene type.
 - 2.5 **"EPDM Installer Foreman"** means person who is the foreman on the EPDM project.
 - 2.6 **"EPDM Installer Firm"** means company or subcontractor who installs the EPDM.
 - 2.7 **"Certified Quality Assurance (CQA) Inspectors"** means a person who is certified by the Geosynthetic Institute to be qualified to inspect Geosynthetic materials and installations in compliance with ASTM standards
 - 2.8 **"Independent Testing Laboratory"** means a laboratory not connected with any contractor or subcontractor providing the construction services
 - 2.9 **"Geotextile Liner Pad"** means a pad designed and manufactured to pad the geotextile liner.

REQUEST FOR QUOTATION
Pond Liner Replacement
Apple Grove Fish Hatchery

30

- 2.10 "Liner" means something that covers or is used to cover the inner surface of another thing.
- 2.11 "Specifications/Project Manual" means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 4.2. **Geotextiles:**
- 4.2.1. Manufacturer should be able to provide documentation of five (5) years continuous experience, including a minimum of 10,000,000 Square Feet of geotextile installation in the past three (3) years.
- 4.2.2. Installer Foreman should be able to provide documentation of installation of a minimum of 1,000,000 Square Feet of geotextile in the capacity of Foreman.
- 4.2.3. Installer Foreman shall attend pre-installation construction conference.
- 4.3 **EPDM Liner:**

**REQUEST FOR QUOTATION
Pond Liner Replacement
Apple Grove Fish Hatchery**

31

- 4.3.1 Each manufacturing and/or fabricating firm should provide document showing five (5) years continuous experience with a minimum of 1,000,000 Square Feet of EPDM geomembranes for lining of ponds 0.5 acres in size or larger.

4.4 EPDM Installer Firm:

- 4.4.1 Should provide documentation of previous installation of a minimum 1,000,000 Square Feet of EPDM geomembranes.
- 4.4.2 Must provide documentation that the Installer firm is approved by the Material Manufacturer as an authorized installer.

4.5 EPDM Installer Foreman:

- 4.5.1 Should provide documentation outlining a minimum of three (3) years continuous experience with a minimum of 1,000,000 Square Feet of EPDM geomembrane pond liner installation in the capacity of Foreman.
- 4.5.2 Should provide documentation of training and certification by at least one (1) of the named manufacturers in this Specification (not necessarily the manufacturer supplying materials for this Project) is acceptable in lieu of the experience requirement.
- 4.5.3 Training and certification may be obtained any time prior to the start of liner installation.

4.6 Certified Quality Assurance (CQA) Inspectors:

- 4.6.1 Should Provide current certification for Geosynthetic Materials by the Geosynthetic Institute.
- 4.6.2 CQA Inspector should be employed by the General Contractor, not the Installer Firm.

4.7. Independent Testing Laboratory:

- 4.7.1 Should be employed by the General Contractor, not the Installer Firm.

REQUEST FOR QUOTATION
Pond Liner Replacement
Apple Grove Fish Hatchery

32

- 4.7.2 Should provide documentation of current certification for Geosynthetic Materials by the Geosynthetic Institute.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
8. **PROJECT PLANS:** PDF Copies of the project plans can be obtained by contacting the entity identified below.

Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

Sherri Goff
WVDNR
324 4th Ave
South Charleston, WV 25303
304 558 – 2764
Or via email at sherri.l.goff@wv.gov
Cost of Plans: \$0

Plans and Specifications may be examined at the following locations:

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074

Pittsburg Builders Exchange
1813 N. Franklin Street

**REQUEST FOR QUOTATION
Pond Liner Replacement
Apple Grove Fish Hatchery**

33

Pittsburg, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622

Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261

- 8.1 Vendors shall use complete sets of Bidding Documents in preparing Bids: neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 8.2 The Owner and Architect make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- 8.3 The agency is not permitted to discuss this solicitation with vendors. All communication regarding the solicitation must be directed to the Purchasing Division until an award has been made
9. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

REQUEST FOR QUOTATION
Fond Liner Replacement
Apple Grove Fish Hatchery

34

- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

- 11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:

Matt Hilson

Telephone Number:

304-545-5729

Fax Number:

304-755-8280

Email Address:

eci@fostersupply.com

Exhibit A
Pricing Page
Apple Grove Hatchery Pond Replacement
Revision dated: 01/25/2017

Item	Description	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
1	SURVEYING (MAX. 5% TOTAL BID AMOUNT)	Lump Sum	2800	1	2800.00
2	QUALITY CONTROL (MAX. 5% OF TOTAL BID AMOUNT)	Lump Sum	121000	1	121000.00
3	MOB/DEMOB (MAX. 10% OF TOTAL BID AMOUNT)	Lump Sum	285000	1	285000.00
4	GEOTEXTILE LINER PAD DEMOLITION	Square Foot	0.03	2,307,150	69214.50
5	LINER DEMOLITION	Square Foot	0.03	2,307,150	69214.50
6	LINER DISPOSAL	Ton	381	200	76200.00
7	GEOTEXTILE LINER PAD DISPOSAL	Ton	278	100	27800.00
8	REMOVE/CUT OFF EXISTING BATTEN ANCHOR BOLTS	Each	0.8	4,080	3264.00
9	REMOVE AND REINSTALL MAINTENANCE PLATFORMS	Each	815	34	27710.00
10	VEGETATION REMOVAL AT ANCHOR TRENCH (Top 6" of Soil)	Cubic Yard	27	352	9504.00
11	TOPSOIL PLACEMENT AT ANCHOR TRENCH	Cubic Yard	165	235	38775.00
12	IMPORTED FILL AT ANCHOR TRENCH	Cubic Yard	112	117	13104.00
13	LINER MATERIAL AND INSTALLATION	Square Foot	0.73	2,307,150	1684219.50
14	GEOTEXTILE LINER PAD AND INSTALLATION	Square Foot	0.16	2,307,150	369144.00
15	BATTENS	Linear Foot	15	1870	28050.00

Exhibit A
Pricing Page
Apple Grove Hatchery Pond Replacement
Revision dated: 01/25/2017

16	SEDIMENT CONTROL WATTLES (PHASE 1 - NEW)	Linear Foot	2.18	19,150	41747.00
17	SEDIMENT CONTROL WATTLES (PHASE 2 - REUSED)	Linear Foot	2.18	10,000	21800.00
TOTAL BID AMOUNT:					2888546.50

WP-75
Created 03/20/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

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

Errors that May Be Reason for Bid Disqualification Before Contract Award

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

Agency Division of Natural Resources
REQ.P.O# CRFQ DNR1700000032

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Environmental Construction, Inc.
of Scott Depot West Virginia, as Principal, and General Casualty Company of
Wisconsin of Atlanta Georgia, a corporation organized and existing under the laws of the State of
Wisconsin with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligatee, in the penal sum of One Hundred Eighty One * (\$ 181,500.00) 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
Apple Grove Fish Hatchery Replacement Liner
CRFQ DNR1700000032

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 Obligatee 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 2nd day of February, 20 17

Principal Seal

Environmental Construction, Inc.

(Name of Principal)

By Mark J. Brown
(Must be President, Vice President, or
Duly Authorized Agent)

President
(Title)

Surety Seal

General Casualty Company of Wisconsin

(Name of Surety)

Attorney-in-Fact Andrew C. Heaner

* Thousand Five Hundred and No/100 Dollars

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.

TO REPORT CLAIMS:

EMAIL CONTACT:

SURETYCLAIMS@NATLCLAIM.COM

OR MAIL TO:

SURETY CLAIMS

NATIONAL CLAIM SERVICES, INC.

P.O. BOX 500698

ATLANTA, GA 31150

(800) 424-0132

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that General Casualty Company of Wisconsin (the "Company"), a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 88 Pine Street, New York, NY 10005, has made, constituted and appointed, and does by these presents make, constitute and appoint Andrew C. Heaner, Stefan E. Tauger, Arthur S. Johnson, James E. Feldner, Jeffery L. Booth, Melanie J. Stokes, David R. Brett, Scott E. Stofftner, Patricia E. Martin, Jason S. Centrella, Kelley E.M. Nys, Michael K. Thompson, Michael J. Brown and Tirrell L. Moore of Alistar Surety Company, Inc. of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014.

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and


FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 20, 2016.

Attest:


(Seal)

By:


Brett Halsey
Senior Vice President

GENERAL CASUALTY COMPANY OF WISCONSIN

By:


Matt Curran
Senior Vice President

STATE OF FLORIDA


COUNTY OF SEMINOLE

SS:

On this December 20, 2016, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of General Casualty Company of Wisconsin, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

LISA M. PARENT
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION # FF104252
EXPIRES 5/16/2018
BOARDED THROUGH 11/15/2018

By:


Lisa M. Parent, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of General Casualty Company of Wisconsin do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney, that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of February, 2017.

(Seal)

By:


Jose Ramon Gonzalez, Jr., Corporate Secretary

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **GENERAL CASUALTY COMPANY OF WISCONSIN**, domiciled in the State of **WISCONSIN**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ACCIDENT & SICKNESS - ARTICLE 1, SECTION 10(b)
CASUALTY - ARTICLE 1, SECTION 10(e)
CASUALTY - ARTICLE 1, SECTION 10(e)(14)
FIRE - ARTICLE 1, SECTION 10(c)
MARINE - ARTICLE 1, SECTION 10(d)
SURETY - ARTICLE 1, SECTION 10(f) (1)
SURETY - ARTICLE 1, SECTION 10(f) (2)
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2017, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2016.

A handwritten signature in cursive script that reads "Michael D. Riley".

Michael D. Riley
Insurance Commissioner

NAIC # 24414
WV File # 1016

GENERAL CASUALTY COMPANY OF WISCONSIN

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2015

(In thousands)

As of
Dec 31, 2015**ADMITTED ASSETS**

Cash and invested assets	\$ 382,325
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	77,678
Reinsurance recoverable on paid losses and loss adjustment expenses	34,119
Net deferred tax asset	27,395
Investment income due and accrued	572
Receivables from parent, subsidiaries and affiliates	117,069
Other assets	56,590
TOTAL ADMITTED ASSETS	\$ 695,748

LIABILITIES AND CAPITAL AND SURPLUS**Liabilities**

Reserves for losses and loss adjustment expenses	\$ 202,431
Unearned premiums	68,431
Reinsurance payable on paid loss and loss adjustment expenses	2,479
Ceded reinsurance premiums payable, net of commissions	46,484
Other expenses	672
Commissions payable	19,315
Taxes, licenses and fees	1,560
Remittances and items not allocated	6,589
Provision for reinsurance	1,674
Retroactive reinsurance	(943)
Amounts withheld or retained for account of others	3,915
Payable from parent, subsidiaries and affiliates	43,421
Other liabilities	(18,158)

Total Liabilities

\$
377,870

Capital and Surplus

Common stock	\$ 4,000
Gross paid in and contributed surplus	277,978
Special surplus funds	943
Unassigned funds (deficit)	54,859
Treasury stock, at cost	(19,902)

Total capital and surplus

\$
317,878

Total liabilities and capital and surplus

\$
695,748

I, Brett Halsey, Senior Vice President of General Casualty Company of Wisconsin hereby certify that the above is an accurate representation of the financial statement of General Casualty Company of Wisconsin dated December 31, 2015, as filed with the various State Insurance Departments and is a true and correct statement of the condition of General Casualty Company of Wisconsin as of that date.

GENERAL CASUALTY COMPANY OF WISCONSIN

By: Brett Halsey
Brett Halsey, Senior Vice PresidentSubscribed and sworn to me this 15th day of March, 2016.

Harpreet Kaur Mann
Notary Public, State of New York
No. 02MA6335099
Qualified in New York County
Commission Expires December 28, 2019

By: Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peoples Ins Agcy-Marietta 124 Putnam Street Marietta OH 45750		CONTACT NAME: Charlene Adams PHONE (A/C, No, Ext): 740-568-4074 E-MAIL ADDRESS: Charlene.Adams@pebo.com FAX (A/C, No): 740-376-6412	
INSURED Environmental Construction Inc PO Box 705 Scott Depot WV 25560		INSURER(S) AFFORDING COVERAGE INSURER A: Motorists Mutual Insurance Co. NAIC # 14621 INSURER B: Brickstreet Mutual Ins Co 12372 INSURER C: Chubb Insurance Companies INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 450673536**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	3327754860	6/23/2016	6/23/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	3327754860	6/23/2016	6/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	3327754860	6/23/2016	6/23/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCB1017638	6/23/2016	6/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractors Pollution Liability		37312961	6/23/2015	6/23/2017	Occ Limit 2,000,000 Agg Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Apple Grove Fish Hatchery Replacement Liner CRFQ DNR1700000032

Certificate holder is names as additional in regards to general, auto & umbrella liability. Employers Liability includes coverage for W. Va. Code 23-4-2 (Mandolidis).

CERTIFICATE HOLDER**CANCELLATION**Division of Natural Resources
Parks and Recreation Section
324 4th Avenue
South Charleston WV 25303-1228

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Randall T. Baunye

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

STATE OF WEST VIRGINIA,
COUNTY OF WV, TO-WIT:

I, Matt Gibson, after being first duly sworn, depose and state as follows:

1. I am an employee of Environmental Construction, Inc, and,
(Company Name)
2. I do hereby attest that Environmental Construction Inc.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.

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

Printed Name: Matt Gibson

Signature: Matt Gibson

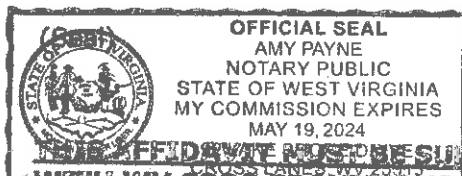
Title: President

Company Name: Environmental Construction Inc.

Date: 02/02/2017

Taken, subscribed and sworn to before me this 2 day of Feb, 2017.

By Commission expires May 19, 2024



Amy Payne
(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: Environmental Construction Inc.

Authorized Signature: Matt Oliver Date: 2/2/2017

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 2 day of Feb, 2017

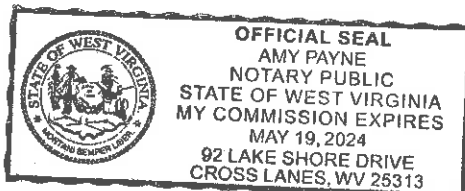
My Commission expires May 19, 2024, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC

Amy Payne

Purchasing Affidavit (Revised 08/01/2015)





**ENVIRONMENTAL CONSTRUCTION, INC.
SUPPLEMENTAL INFORMATION**

ENVIRONMENTAL CONSTRUCTION

ECI will be both general contractor and installer for this project. The following information is enclosed.

- Authorization Letter from Firestone
- ECI Brochure
- ECI Resume (Total and for EPDM)
- IAGI Certificate
- Contractor License

CENTEC ENGINEERING,

CENTEC will be CQA Inspector and Geotechnical Consulting Engineer. The following information is enclosed.

- Statement of qualifications
- Construction Quality Assurance certificates for Joseph Sulesky and Daniel Cook.
- TRI Environmental, Inc. accreditation from the Geosynthetic Institute. They will be the third party lab utilized by CENTEC Engineering for all testing.

January 26, 2017

To whom it may concern,

Environmental Construction, Inc., headquartered at P O Box 705, Scott Depot, WV, 25560 is fully authorized to install all Firestone commercial and residential lining solutions including PondGard™ EPDM, GeoGard EPDM and Flexible PolyPropylene (fPP) geomembranes.

For more information about Firestone Building Products and our Commercial and Residential Lining Solutions and products, please visit our website at <http://firestonebpco.com/lining/>

For technical information and assistance, please feel free to call or email me at your convenience.

Respectfully,



Michael Sexton
National Technical Manager, Single-Ply Systems

Cc. Mr Stacy Pruitt, Southeast Sales Representative, GSM International, Dyersburg, TN

eci Environmental Construction, Inc.



9374 Teays Valley Road
Scott Depot, WV 25560

Phone(304 755-8241

eci@Fostersupply.com

eci Environmental Construction, Inc.

ECI is a geosynthetic liner supplier and installer. We have been installing liner systems since 1995. To date we have installed over 65 million square feet of polyethylene, polypropylene, PVC and EPDM liners ranging in thickness from 30 to 100 mils.

We have performed a substantial amount of work in West Virginia, Kentucky, Virginia, Ohio as well as Pennsylvania, Maryland and Tennessee. We have a strong safety record and pride ourselves in providing a top quality liner system. An extensive resume' is available for your review. Please contact us at one of the following:

Environmental Construction Inc.

9374 Teays Valley Road

Scott Depot, WV 25560

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Matt Gibson

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Rick Kerekes Mobile

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rkerekes@fostersupply.com



Maxey Flats
Morehead, KY
60 ac. Cap
2016



Maxey Flats
Morehead, KY
60 ac. Cap
2016



**Maxey Flats
Morehead, KY
60 ac. Cap
2016**



Maxey Flats
Morehead, KY
60 ac. Cap
2016



**Alpha Natural
Resources
Logan, WV
2016**



**Alpha Natural
Resources
Logan, WV
2016**



**Penn A
Noble Energy
Pennsboro, WV
2016**



Penn A
Noble Energy
Pennsboro, WV
2016



Gas Well Pond
Mt. Storm, WV



**Cumberland Coal Company
4 Acre Sediment Pond
Cumberland, KY**



**Cumberland Coal Company
4 Acre Sediment Pond
Cumberland, KY**



E. ON U.S.
34 Acre Fly Ash Pond
Harrodsburg, KY



E. ON U.S.
34 Acre Fly Ash Pond
Harrodsburg, KY



**Kinder Morgan Energy
Secondary Containment
Roanoke, VA**



Mason County Landfill
13 Acre Municipal Solid Waste Cell
Maysville, KY



Mason County Landfill
13 Acre Municipal Solid Waste Cell
Maysville, KY



Fort Martin Power Plant

38 Acre Fly Ash Cell

Allegheny Energy

Morgantown, WV



**Fort Martin Power Plant
38 Acre Fly Ash Cell
Allegheny Energy
Morgantown, WV**



**Fort Martin Power Plant
38 Acre Fly Ash Cell
Allegheny Energy
Morgantown, WV**

COMPANY RESUME OF
ENVIRONMENTAL CONSTRUCTION SHOWING TOTAL GEOSYNTHETIC MATERIALS INSTALLED

JOB NAME	CUSTOMER	CONTACT PHONE	COMPANY CONTACT	DATE	FABRIC SQUARE FOOTAGE	GEONET SQUARE FOOTAGE	GCL SQUARE FOOTAGE	LINER SQUARE FOOTAGE
Greenbrier Co. Landfill	Brackenrich & Assoc.	304-645-6235	Bernard Holiday	1997			140,000	140,000
Jefferson Co. Landfill	Marshall Miller Assoc.	703-322-5467	Randy Wyant	1997			1,500,000	
NORM Storage Area	Ashland Inc.	606-624-1149	Bob Alexander	1997		59,350		145,000
Armour Crk. Landfill	Potesta & Associates	304-357-4990	D. Stottlemeyer	1997		219,000		118,000
Midwest Disposal LF	Midwest Disposal	304-466-6167	Steve Ford	1997				56,500
Ham Landfill	Ham Landfill	800-610-6266	Ronnie Mann	1997	72,000		72,000	74,000
Sediment Ponds	Dakota Mining	304-255-7458	Tim Myers	1998				294,800
Waste Dump Pond	U.S. Steel Mining	304-732-5245	Jim Blevins	1998				61,101
Sediment Pond	MIN Incorporated	304-664-3513	Bud Kirk	1998				51,850
Heritage Point Pond	Triad Engineering	304-296-8739	Brad Casdorff	1998				26,100
Charleston Compost	Hayslett Construction	304-757-9348	Tim Hayslett Jr.	1998				38,050
Greenup WWTP	Diamond Co.	606-483-6891	Wade Johnson	1999		265,350		265,350
NORM Storage Area	Ashland Inc.	606-624-1149	Bob Alexander	1999				64,400
Meadowfill Landfill	USA Waste Services	304-428-0602	Ron Levine	1999		156,600		
DuPont Inc. Landfill	Potesta & Associates	304-342-1400	Mark Kizer	1999	441,000	217,500		280,696
Northwestern Landfill	USA Waste Services	304-428-0602	Ron Levine	1999		263,613		
Armour Crk. Landfill	Potesta & Associates	304-342-1400	D. Stottlemeyer	1999	39,600	21,000		64,434
Glenmark Holdings	Beaver Excavating	330-478-2151	Stan Ujich	1999				134,050
Pond spillway	Performance Coal	304-369-9101	Steve Hatfield	2000				82,321
Armour Crk LF	Potesta & Associates	304-342-1400	D. Stottlemeyer	2000		500,000		250,000
Cooksey Brother LF	Cooksey Brothers LF	606-928-9633	Dan Rooney	2000		140,000	140,000	140,000
NORM Storage Area	Ashland Inc.	606-652-4111	Jeff Roberts	2000				70,000
Raleigh Landfill	Kimberly Industries	304-346-3775	Roger Dunlap	2000	270,000	270,000	270,000	540,000
Goff Mountain LF	Mike Linville & Co.	304-755-3572	Mike Linville	2000		19,500		19,500
NORM Storage Area	Ashland Inc.	606-652-4111	Jeff Roberts	2000		25,000		25,000
Cooksey Brothers LF KY	Cooksey Brothers	606-233-3111	John Poore	2000		76,000	76,000	76,000
Monongalia Landfill	WVDEP	304-940-0243	Paul Benedum	2001		725,000		725,000
Daviess Co. KY LF	Daviess Co. LF	270-229-4484	Rob Hocker	2001		235,000		225,000
DuPont LF	Almes & Assoc.	304-255-0491	Joe Sulesky	2001		89,100		89,100
Brooke CO WV LF	J P Mascaro & Sons	304-748-0014	Ken Fields	2001	220,000	220,000		220,000
Central Waste LF, OH	North Point Enviro.	330-494-8888	Ron Zitek	2001		195,000		195,000
Greenbrier LF, WV	E.T. 2000	304-645-4056	Bernard Holliday	2001			185,000	185,000
Mingo Logan golf course	Premium Energy	304-664-8066	Dave Fletcher	2001				210,000
Nelson CO KY landfill	Waste Authority	502-348-1876	Brab Spalding	2001			435,600	435,600
Mercer co landfill	Alliance Engineering	304-255-0491	Joe Sulesky	2001		1,710,000		855,000
West Vaco landfill	Branch Highways	540-982-1678	Will Karback	2001	784,000			392,000
Cooksey Brothers Landfill	Nesbit Engineering	606-233-3111	John Poore	2001		160,000	120,000	120,000

COMPANY RESUME OF
ENVIRONMENTAL CONSTRUCTION SHOWING TOTAL GEOSYNTHETIC MATERIALS INSTALLED

JOB NAME	CUSTOMER	CONTACT PHONE	COMPANY CONTACT	DATE	FABRIC SQUARE FOOTAGE	GEONET SQUARE FOOTAGE	GCL SQUARE FOOTAGE	LINER SQUARE FOOTAGE
Hardin CO. KY Landfill	Commonweath tech	859-276-3091	Roger Blair	2001		850,000	850,000	850,000
Goff Mt Landfill	Aventis Cropscience	304-767-6870	George Kennedy	2001		255,000		255,000
West Daviess Co Ky LF	West Daviess Co Court	270-229-4484	Rob Hocker	2002	260,000		260,000	260,000
Fleming Landfill	WVDEP	304-389-8180	Clyde Bennett	2002		1,650,000		830,000
Mingo co. Landfill	WVDEP	304-389-8180	Clyde Bennett	2002		747,000		373,500
Raleigh Co. Landfill	Aliance Consulting	304-255-0491	Joe Sulesky	2002	195,000	195,000	195,000	390,000
Grant Co. Landfill	Wastetron	304-755-8448	Mike Evans	2002		1,076,400		538,200
Bechtel Jacobs Plant	DKM Construction	740-289-3006	Dennis Martin	2002		85,000		85,000
DuPont, Martinsburg Plant	Aliance Consulting	304-255-0491	Joe Sulesky	2002		43,280		43,280
Rehe Landfill	WVDEP	304-940-0243	Paul Benedum	2002		1,239,000		619,560
Mercer Co. Landfill	Carpenter Reclamation	304-984-1115	Randy Carpenter	2002	202,000	404,000	202,000	202,000
Mcdowell co. landfill	WVDEP	304-389-8180	Clyde Bennett	2002		735,750		367,875
Elkins Landfill	Swecker Engineering	304-636-0343	Bill Swecker	2003		330,000	165,000	200,000
Pocahontas co. Landfill	WTI	304-755-8448	Mike Evans	2003		75,000	75,000	75,000
Campbell co. VA LF	Joyce Engineering	804-355-4520	Richard Brown	2003	315,000			315,000
Celanese Plant	Branch Highways	540-982-1678	Mark Wash	2003				621,000
Jeff Mead Landfill, ky	WTI	304-755-8448	Mike Evans	2003		310,000		275,000
Hardin Co. LF , KY	Tetrattech	859-276-3091	Roger Blair	2003		217,800	217,800	217,800
Tazewell Co. VA	Alliance Consulting	304-255-0491	Joe Sulesky	2003		215,000		215,000
Midwest LF cap	Alliance Consulting	304-255-0491	Joe Sulesky	2003	400,000	400,000		380,000
Berekeley co. landfill	WVDEP	304-940-0243	Paul Benedum	2004		2,800,000		1,400,000
West Daviess Co Ky LF	West Daviess Co Court	270-229-4484	Rob Hocker	2004	400,000	400,000		400,000
Greenbrier Co. Landfill	ET 2000	304-645-4056	Brenard Holliday	2004			350,000	280,000
Mason Co. Landfill	Mason Co Court	606-759-7049	Bob DeVoe	2004		425,000	425,000	425,000
White Co. Landfill	CBM Enterprizes	615-459-2640	Keith Sears	2004			275,000	175,000
Ham Landfill	ET 2000	304-645-4056	Bill Tony	2004		174,000	174,000	174,000
Hampshire Co. Landfill	WVDEP	304-940-0243	Paul Benedum	2004		1,120,000		560,000
Forty West Landfill	C.W.HetzerInc.	301-733-7300	Greg Eckard	2005	610,000		610,000	1,220,000
Nelson CO KY landfill	Waste Authority	502-348-1877	Brad Spalding	2005	396,000		396,000	396,000
Hoffman Rd Landfill	Mannik & Smith	419-891-2222	Bryant Cosper	2005	650,000			650,000
Nicholas Co. Landfill	Harrah Engineering	304-872-4312	Larry Harrah	2005		100,000	100,000	92,000
Hardin Co. LF , KY	Tetrattech	859-223-8000	Roger Blair	2005		1,742,000	870,000	1,742,000
Mingo Logan Coal	Southern Const.	304-239-2213	Alvis Porter	2006				276,000
Floyd Co. Landfill	Brock Excavating	606-523-0694	Steven Brock	2006		182,000		653,400
Dons Disposal	WVDEP	304-389-8180	Clyde Bennett	2006		2,178,000		1,089,000
Tucker Co. Landfill	Waste Authority	304-259-4867	Rella Cvetican	2006	522,720	522,720	522,720	1,045,440
Perry Co. Landfill	The Walker Co.	859-498-4444	Jeff Garrison	2006		1,219,680		609,840

COMPANY RESUME OF
ENVIRONMENTAL CONSTRUCTION SHOWING TOTAL GEOSYNTHETIC MATERIALS INSTALLED

JOB NAME	CUSTOMER	CONTACT PHONE	COMPANY CONTACT	DATE	FABRIC SQUARE FOOTAGE	GEONET SQUARE FOOTAGE	GCL SQUARE FOOTAGE	LINER SQUARE FOOTAGE
NRRA	Central Contracting	304-722-4939	Tim Aliff	2006	522,720	522,720	522,720	522,720
Campbellsville LF	The Walker Co.	859-498-4444	Jeff Garrison	2007		2,787,840		1,393,920
Jackson Co. LF	J&B Excavating	304-546-1601	Basil Carpenter	2007		1,916,640		958,320
Haley Pike LF	The Walker Co.	859-498-4444	Jeff Garrison	2007		2,439,360		1,219,680
E.W.Brown Power Station	Bizzack Construction	606-454-0100	Stewart Gather	2007	1,393,920			1,393,920
Meadwestvaco LF	Branch Highways	540-982-1678	David Mitchell	2007	435,000	435,000		435,000
Tazewell Co. VA	A&A Energy	304-938-2004	Wess Adair	2008		287,500		287,500
Raleigh Co. Landfill	Waste Authority	304-255-9196	James Allen	2008		1,306,800		653,400
Glasgow LF Cap	Larry Glass Construction	270-651-6911	Matt Kirby	2008		435,600		217,800
Morehead KY. LF	Veolia	502-655-1820	Jerry Barr	2008	239,580			239,580
Greenbrier Co. Landfill	ET 2000	304-645-4056	Brenard Holliday	2008	261,360	261,360	261,360	261,360
John Amos Power Plant	Ross Brothers	606-342-0231	John Slattery	2008	320,000			320,000
Glasgow LF Cell	Larry Glass Construction	270-651-6911	Matt Kirby	2008	304,920	304,920	304,920	304,920
Chesapeake Energy	Chesapeake Energy	304-439-0848	Steve Mosser	2009				644,000
Fort Martin LF	Beaver Excavating	330-478-2151	Matt Woods	2009		1,760,000	1,760,000	1,760,000
Mason Co. Landfill	Mason Co Court	606-759-7049	Todd Leonard	2009		566,280	566,280	566,280
Pine Creek Omar LF	WVDEP	304-545-0793	Mark Church	2009		1,220,000		610,000
Ham Landfill	Ham Landfill	304-753-5140	Robert Allen	2009		180,000	180,000	180,000
Chesapeake Energy	Chesapeake Energy	304-439-0848	Steve Mosser	2010	2,306,000			2,306,000
Raleigh Co. Landfill	Aliance Consulting	304-255-0491	Joe Sulesky	2010	235,000	235,000	235,000	235,000
Moundsville Landfill	WVDEP	304-545-0793	Mark Church	2010		1,306,800		653,000
Nicholas Co. Landfill	Waste Authority	304-742-3803	Larry Bradford	2010		830,000		415,000
Triana Energy	Triana Energy	304-356-9029	Steve Mossor	2011	720,000			360,000
Chesapeake Energy	Chesapeake Energy	304-997-9403	Jimmy Johnson	2011	4,000,000			4,000,000
EQT Corperation	EQT	304-989-3414	Ernie Thompson	2011	3,500,000			3,500,000
Mason Co. Landfill	Mason Co Court	606-759-7049	Todd Leonard	2011		566,280		
Morgan Co. Landfill	WVDEP	304-940-0243	Paul Benedum	2012		2,178,000		1,089,000
Chesapeake Energy	Chesapeake Energy	330-453-2807	Ashley Cowen	2012	2,125,000			2,125,000
Dupont Landfill	Recon	713-517-1505	Rick Myers	2012		653,400		653,400
EQT Corperation	EQT	304-266-2179	Brian Welsh	2013	950,000			950,000
Big Run & Shaw	Trumbull Corperation	412-807-2146	Rich Doyle	2013	210,000	360,000	60,000	570,000
Tucker Co. Landfill	Waste Authority	304-259-4867	Rella Cvetican	2014	350,000	350,000		700,000
Solutia Cap	Shamrock Environmental	336-708-5934	Glen Miller	2014	4,356,000	1,306,800		2,395,800
Cowgill impoundment	Trumbull Corperation	412-807-2146	Rich Doyle	2014	160,000	160,000		320,000
EQT Corperation	EQT	304-266-2179	Brian Welsh	2014	450,000			450,000
Triana Energy	Triana Energy	304-356-9029	Steve Mossor	2014	260,400			260,400

COMPANY RESUME OF
ENVIRONMENTAL CONSTRUCTION SHOWING TOTAL GEOSYNTHETIC MATERIALS INSTALLED

JOB NAME	CUSTOMER	CONTACT PHONE	COMPANY CONTACT	DATE	FABRIC SQUARE FOOTAGE	GEONET SQUARE FOOTAGE	GCL SQUARE FOOTAGE	LINER SQUARE FOOTAGE
Cunningham Hollow	Anderson Excavating	304-216-2168	Rodney Anderson	2015	350,000	350,000		350,000
Tucker Co. Landfill	Waste Authority	304-259-4867	Rella Cvetican	2015		1,045,440		522,720
SHL2 & SHL 4	Noble Energy	724-470-5837	John Kreyebuhl	2015	210,000	210,000	210,000	420,000
Penn A	Anderson Excavating	304-216-2168	Rodney Anderson	2015	350,000	350,000	350,000	350,000
Shell Plant	Trumbull Corporation	412-807-2146	Rich Doyle	2015	200,000			200,000
ACAA No 2	Trumbull Corporation	412-807-2146	Rich Doyle	2015	280,000	280,000		560,000
Lake FWI	Ascent Resources	254-485-6226	Ashley Cowen	2015	244,000			244,000
Goff Mt Landfill	EMS	614-610-4744	Chriss Ruff	2015		150,000		150,000
Greenbrier Landfill	ET 2000	304-645-4056	Brenard Holliday	2015		409,000		204,500
South Charleston LF	WVDEP	304-545-0793	Mark Church	2016		350,000		175,000
Marrion Co Landfill	WVDEP	304-940-0243	Paul Benedum	2016		2,613,000		1,306,800
Maxey Flats	The Walker Co.	859-498-4444	Jeff Garrison	2016		2,613,000	2,613,000	2,613,000
		TOTAL SQUARE FOOTAGE INSTALLED BY ECI FROM <u>1997-</u> <u>2016</u>			30,511,220	55,999,383	15,689,400	65,016,767

COMPANY RESUME OF
ENVIRONMENTAL CONSTRUCTION SHOWING TOTAL EPDM LINER INSTALLED

Job Name	CUSTOMER	PROJECT LOCATION	CONTACT PHONE	COMPANY CONTACT	DATE	FABRIC SQUARE FOOTAGE	EPDM LINER SQUARE FOOTAGE
Cook FW Impoundment	Chesapeake Energy	Aleppo, PA	304-439-0848	Steve Mosser	2010	118,125	118,125
West FW Impoundment	Chesapeake Energy	Augusta, OH	304-439-0848	Steve Mosser	2010	85,100	85,100
Ferrebee FW Impoundment	Chesapeake Energy	Midland, PA	304-439-0848	Steve Mosser	2010	87,750	87,750
Worthley FW Impoundment	Chesapeake Energy	Bethany, WV	304-997-9403	Jimmy Johnson	2011	112,125	112,125
Burgett FW Impoundment	Chesapeake Energy	Carrollton, OH	304-997-9403	Jimmy Johnson	2011	78,750	78,750
Shaw FW Impoundment	Chesapeake Energy	Carrollton, OH	330-453-2807	Ashley Cowen	2011	55,200	55,200
Clarence Farmer Impoundment	Chesapeake Energy	West Liberty, WV	304-997-9403	Jimmy Johnson	2011	69,000	69,000
Bucey FW Impoundment	Chesapeake Energy	Carrollton, OH	330-453-2807	Ashley Cowen	2011	86,250	86,250
Barry Greathouse Impoundment	Chesapeake Energy	West Liberty, WV	304-997-9403	Jimmy Johnson	2011	77,625	77,625
Hieronimus #1 Impoundment	Chesapeake Energy	Cameron, WV	330-453-2807	Ashley Cowen	2011	48,200	48,200
Hieronimus #2 Impoundment	Chesapeake Energy	Cameron, WV	330-453-2807	Ashley Cowen	2011	81,350	81,350
Hieronimus #3 Impoundment	Chesapeake Energy	Cameron, WV	330-453-2807	Ashley Cowen	2011	65,465	65,465
Hieronimus #4 Impoundment	Chesapeake Energy	Cameron, WV	330-453-2807	Ashley Cowen	2011	68,150	68,150
Hieronimus #5 Impoundment	Chesapeake Energy	Cameron, WV	330-453-2807	Ashley Cowen	2011	106,600	106,600
		TOTAL SQUARE FOOTAGE OF EPDM LINER INSTALLED BY ECI FROM 2010-2011				1,139,690	1,139,690



INTERNATIONAL ASSOCIATION OF GEOSYNTHETIC INSTALLERS

Certificate of Membership

This Certifies That

Environmental Construction, Inc.

Is a member in good standing of the International Association of Geosynthetic Installers
dedicated to the advancement of the geosynthetic installers industry.

Valid through December 31, 2017



Todd Harman
President, IAGI

Laurie Honnigford
Managing Director, IAGI

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number:

WV031500

Classification:

SPECIALTY

ENVIRONMENTAL CONSTRUCTION INC
DBA ENVIRONMENTAL CONSTRUCTION INC
PO BOX 705
SCOTT DEPOT, WV 25560

Date Issued

Expiration Date

AUGUST 14, 2016

AUGUST 14, 2017

Matt Wilson

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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



STATEMENT OF QUALIFICATIONS

CENTEC Engineering, PLLC (CENTEC) specializes in the design, permitting and construction quality assurance of projects involving the installation of geosynthetic materials and soils testing. Although founded in January 2010, CENTEC's staff has been providing these services to industrial and governmental clients throughout the Mid Atlantic Region for 28 years.

Our Registered Professional Engineering staff is licensed in the states of West Virginia, Tennessee, Kentucky, Virginia, North Carolina, South Carolina and Maryland, and has completed multiple projects in all of these states.

CENTEC's field technicians have over 30 years of combined experience on projects involving soils compaction and geosynthetic installation. Our technicians are familiar with conventional as well as specialized construction methods and techniques.

CENTEC is routinely involved in projects ranging in overall cost from a few thousand dollars to several million.

The principal engineer and owner of CENTEC, Joseph Sulesky, P.E., P.S., has 28 years experience working with geosynthetic installation quality assurance and soils testing and is involved with all major design and construction decisions.

Currently, CENTEC is the Engineer of Record for the following solid waste landfills in West Virginia requiring routine installation of a range of geosynthetic materials and compacted soil liners:

City of Charleston Landfill
Disposal Service, Inc. (DSI) Landfill
Northwestern Landfill
Meadowfill Landfill
S&S Landfill
Nicholas County Landfill

Copper Ridge Landfill
North Mountain Landfill (I CS)
Tucker County Landfill
Mercer County Landfill
Fire and Rubber, Inc. Landfill
WV Tire Disposal Landfill

BECKLEY OFFICE
3757 Robert C. Byrd Drive
Beckley, WV 25801

MAILING ADDRESS
P.O. Box 1552
Beckley, WV 25802

OFFICE 304.929.2632
FAX 304.929.2634

centec-engineering.com

CONSTRUCTION QUALITY ASSURANCE (CQA) EXPERIENCE

CENTEC's certifying engineer has overseen and certified more than 24,000,000 million square feet of geomembrane liner and geosynthetic installation. This work has been performed on 23 separate industrial sites and over 50 individual projects.

Our staff is certified through the Geosynthetic Certification Institute for the installation inspection of geosynthetic materials and compacted clay liners. We continue to perform these services on an ongoing basis, keeping our staff updated on the latest developments in geosynthetic manufacturing, installation and testing.



Geosynthetic Certification Institute

Joseph W. Sulesky

*has satisfactorily fulfilled the requirements established by the Institute for
installation inspection of geosynthetic materials and compacted clay liners insofar as*

Construction Quality Assurance

is concerned, and is, therefore, certified by the Institute as a

Certified CQA Geosynthetic Materials and Compacted Clay Liner Inspector

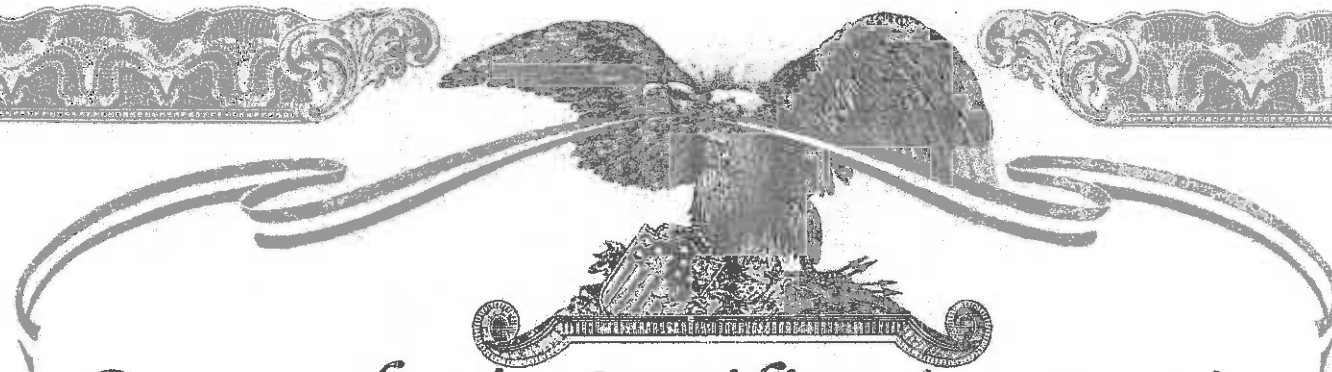
Certification Number [REDACTED]
Certification Date 12/08/15
Recertify By: 12/08/20

Note: This certification relates only to
the named individual and not
to any project or activity by others.


Emeritus Director




Director



Geosynthetic Certification Institute

Daniel B. Cook

*has satisfactorily fulfilled the requirements established by the Institute for
installation inspection of geosynthetic materials and compacted clay liners insofar as*

Construction Quality Assurance

is concerned, and is, therefore, certified by the Institute as a

Certified CQA Geosynthetic Materials and Compacted Clay Liner Inspector

Certification Number [REDACTED]
Certification Date 01/23/17
Recertify By: 01/23/22

*Note: This certification relates only to
the named individual and not
to any project or activity by others.*



Emeritus Director




Director

Accreditation #:

TEL (610) 522-8440

Geosynthetic Institute
475 Kedron, Ave.
Folsom, PA 19033

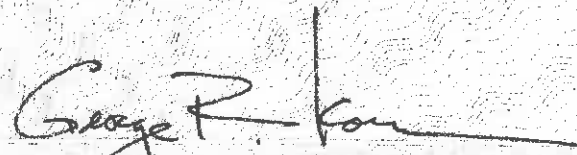


TRI Environmental, Inc.

*is granted accreditation
for designated geosynthetic test methods in accordance with the
Geosynthetic Accreditation Institute - Laboratory Accreditation Program
(GAI-LAP), as published in its annual directory.
This accreditation is valid until June 30, 2017.*



Robert M. Koerner, Ph.D., P.E.
Director Emeritus



George R. Koerner, Ph.D., P.E. & CQA
Auditor

Geosynthetic Institute

475 Kedron Avenue
Folsom, PA 19033-1208 USA
TEL (610) 522-8440
FAX (610) 522-8441



Mr. Jarrett Nelson
TRI/ Environmental Inc.
9063 Bee Caves Road
Austin, TX 78733-6201

November 8, 2016

Re: GAI-LAP Accreditation

Dear Mr. Nelson,

The Geosynthetic Institute (GSI) is pleased to acknowledge TRI/ Environmental Inc. on its repertoire of Geosynthetic Accreditation Institute's-Laboratory Accreditation Program (GAI-LAP) accredited tests. This letter should serve as notification that TRI/Environmental Inc. located in Austin, TX is currently accredited for the following one hundred and sixty one test methods until June 30, 2017.

1. ASTM D413 Test Methods for Rubber Property-Adhesion to Flexible Substrate
2. ASTM D570 Test Method for Water Absorption of Plastics
3. ASTM D638 Test Method for Tensile Properties of Plastics
4. ASTM D696 Test Method for Coefficient of Linear Thermal Expansion of Plastics
5. ASTM D737 Test Method for Air Permeability of Textiles
6. ASTM D746 Test Method for Brittleness Temperature of Plastics and Elastomers by Impact
7. ASTM D751 Test Methods for Coated Fabrics (thickness), (mass/unit area), (tongue tear), (grab), (hydrostatic resistance) and/or (bonded seam strength)
8. ASTM D790 Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
9. ASTM D792 Test Method for Specific Gravity (Relative Density) and Density of Plastics by Displacement
10. ASTM D882 Test Methods for Tensile Properties of Thin Plastic Sheeting (strip tensile)
11. ASTM D1004 Test Method for Initial Tear Resistance of Plastic Film and Sheeting
12. ASTM D1203 Test Method for Volatile Loss from Plastics Using Activated Carbon Methods
13. ASTM D1204 Test Method for Linear Dimensional Changes of Nonrigid Thermoplastic Sheeting or Film at Elevated Temperature
14. ASTM D1238 Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer
15. ASTM D1388 Test Method for Stiffness of Fabrics

16. ASTM D1505 Test Method for Density of Plastics by the Density-Gradient Technique
17. ASTM D1593 Specification for Nonrigid Vinyl Chloride Plastic Sheeting (thickness)
18. ASTM D1603 Test Method for Carbon Black in Olefin Plastics
19. ASTM D1621 Test Method for Compressive Properties of Rigid Cellular Plastics
20. ASTM D1693 Test Method for Environmental Stress-Cracking of Ethylene Plastics
21. ASTM D1709 Standard Test Methods for Impact Resistance of Plastic Film by the Free-Falling Dart Method
22. ASTM D1777 Test Method for Measuring Thickness of Textile Materials
23. ASTM D 1790 Brittleness Temperature by Impact (PVC)
24. ASTM D1822 Standard Test Method for Tensile-Impact Energy to Break Plastics and Electrical Insulating Materials
25. ASTM D1922 Standard Test Method for Propagation Tear Resistance of Plastic Film and Thin Sheeting by Pendulum Method
26. ASTM D1987 Test Method for Biological Clogging of Geotextile or Soil Geotextile Filters
27. ASTM D2122 Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
28. ASTM D2136 Test Method for Coated Fabrics-Low Temperature Bend Test
29. ASTM D2240 Test Method for Measuring Durometer Hardness
30. ASTM D2256 Standard Test Method for Tensile Properties of Yarns by the Single-Strand Method
31. ASTM D2412 Test Method for Determination of the External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
32. ASTM D2444 Test Method for Determination of the Impact Resistance of Thermoplastic Pipe Fittings by Means of a Tup (Falling Weight)
33. ASTM D3015 Standard Practice for Microscopic Examination of Pigment Dispersion in Plastic Compounds
34. ASTM D3030 Test Method for Volatile Matter (Including Water) of Vinyl Chloride Resins
35. ASTM D3083 Standard Specification for Flexible Poly (Vinyl Chloride) Plastic Sheeting for Pond, Canal, and Reservoir Lining, (soil burial), (water extraction) and/or (bonded seam strength)
36. ASTM D3350 Specification for Polyethylene Plastic Pipe and Fittings Materials
37. ASTM D3776 Test Method for Mass Per Unit Area (Weight) or Woven Fabric
38. ASTM D3786 Test Method for Hydraulic Burst Strength of Knitted Goods and Nonwoven Fabrics (Diaphragm Bursting Strength Tester Method)
39. ASTM D3787 Test Method for Bursting Strength of Textiles-Constant-Rate-of-Traverse (CRT) Ball Burst Test
40. ASTM D3895 Test Methods for Oxidative-Induction Time of Polyolefins by Differential Scanning Calorimetry
41. ASTM D4218 Test Method for Carbon Black Content in Polyethylene Compounds by the Muffle-Furnace Technique
42. ASTM D4355 Test Method for Determination of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)

43. ASTM D4491 Test Methods for Water Permeability of Geotextiles by Permittivity
44. ASTM D4533 Test Method for Index Trapezoidal Tearing Strength of Geotextiles
45. ASTM D4595 Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
46. ASTM D4603 Test Method for Determining Inherent Viscosity of Poly (Ethylene Terephthalate) (PET)
47. ASTM D4632 Test Method for Grab Breaking Load and Elongation of Geotextiles
48. ASTM D4703 Standard Practice for Compression Molding Thermoplastic Materials into Test Specimens, Plaques, or Sheets
49. ASTM D4716 Test Method for Determining the (In-Plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head
50. ASTM D4751 Test Method for Determining Apparent Opening Size of a Geotextile
51. ASTM D4833 Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products
52. ASTM D4884 Test Method for Seam Strength of Sewn Geotextiles
53. ASTM D4885 Test Method for Determining Performance Tensile Strength of Geomembranes Using Wide Strip Testing
54. ASTM D4886 Test Method for Abrasion Resistance of Geotextiles (Sand Paper/Sliding Block Method)
55. ASTM D5035 Test Method for Breaking Strength and Elongation of Textile Fabrics (Strip Method)
56. ASTM D5101 Test Method for Measuring the Soil-Geotextile System Clogging Potential by the Gradient Ratio
57. ASTM D5199 Test Method for Measuring Nominal Thickness of Geotextiles and Geomembranes
58. ASTM D5261 Test Method for Measuring Mass per Unit Area of Geotextiles
59. ASTM D5262 Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
60. ASTM D5321 Test Methods for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method,
61. ASTM D5322 Standard Practice for Immersion Procedures for Evaluating the Chemical Resistance of Geosynthetics to Liquids
62. ASTM D5323 Determination of 2% Secant Modulus for Polyethylene Geomembranes
63. ASTM D5397 Test Method for Evaluation of Stress Crack Resistance of Polyolefin Geomembranes using Notched Constant Tension Load Test
64. ASTM D5493 Test Method for the Permittivity of Geotextiles Under Load
65. ASTM D5494 Test Methods for the Determination of Pyramidal Puncture Resistance of Unprotected and Protected Geomembranes
66. ASTM D5514 Test Method for Large Scale Hydrostatic Puncture Testing of Geosynthetics
67. ASTM D5596 Test Methods for Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics
68. ASTM D5617 Test Methods for Multi-Axial Tension Test for Geosynthetics
69. ASTM D5721 Standard Practice for Air-Oven Aging of Polyolefin Geomembranes

70. ASTM D5747 Standard Practice for Tests to Evaluate the Chemical Resistance of Geomembranes to Liquids
71. ASTM D5818 Standard Practice for Obtaining Samples of Geosynthetics from a Test Section for Assessment of Installation Damage
72. ASTM D5884 Test Method for the Tearing Strength of Internally Reinforced Geomembranes
73. ASTM D5885 Standard Test Method for Oxidative Induction Time of Polyolefin Geosynthetics by High-Pressure Differential Scanning Calorimetry
74. ASTM D5887 Standard Test Method for Measurement of Index Flux Through Saturated Geosynthetic Clay Liners Specimens Using a Flexible Wall Permeameter
75. ASTM D5890 Standard Test Method for Swell Index of Clay Mineral Component of Geosynthetic Clay Liners
76. ASTM D5891 Standard Test Method for Fluid Loss of Clay Component of Geosynthetic Clay Liners
77. ASTM D5993 Test Method for Measuring the Mass Per Unit Area of GCL
78. ASTM D5994 Test Method for Measuring the Core Thickness of Textured Geomembranes
79. ASTM D6140 Test Method for Determine of Asphalt Retention of Paving Fabrics Used in Asphalt Paving for Full Width Applications
80. ASTM D6213 Standard Practice for Tests to Evaluate the Chemical Resistance of Geogrids to Liquids
81. ASTM D6214 Test Method for Determining the Integrity of Field Seams Used in Joining Geomembranes by Chemical Fusion Methods
82. ASTM D6241 Test Method for the Static Puncture Strength of Geotextiles and Geotextile Related Products Using a 50-mm Probe
83. ASTM D6243 Test Method for Determine the Internal and Interface Shear Resistance of Geosynthetic Clay Liners by the Direct Shear Method
84. ASTM D6364 Test Method for Determining the Short-Term Compression Behavior of Geosynthetics
85. ASTM D6389 Standard Practice for Tests to Evaluate the Chemical Resistance of Geotextiles to Liquids
86. ASTM D6392 Standard Test Method for Determining the Integrity of Nonreinforced Geomembrane Seams Produced Using Thermo-Fusion Methods
87. ASTM D6454 Standard Test Method for Determining the Short-Term Compression Behavior of Turf Reinforcement Mats (TRMs)
88. ASTM D6475 Test Method for Measuring Mass Per Unit Area of Erosion Control Blankets
89. ASTM D6496 Test Method for Determining the Average Bonding Peel Strength Between Top and Bottom Layers of Needle-Punched Geosynthetic Clay Liners
90. ASTM D6524 Test Method for Measuring Resiliency of Turf Reinforcement Mats (TRMs)
91. ASTM D6525 Test Method for Measuring Nominal Thickness of Permanent Erosion Control Products
92. ASTM D6566 Test Method for Measuring Mass per Unit Area of Turf Reinforcement Mats (TRMs)

93. ASTM D6567 Test Method for Measuring Light Penetration of Turf Reinforcement Mat (TRM)
94. ASTM D6574 Test Method for Determining the In-plane Hydraulic Transmissivity of a Geosynthetic by Radial Flow
95. ASTM D6575 Test Method for Determining Stiffness of Geosynthetics used as Turf Reinforcement Mats
96. ASTM D6636 Test Method for Determination of Ply Adhesion Strength of Reinforced Geomembranes
97. ASTM D6637 Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Tensile Method
98. ASTM D6638 Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units (Modular Concrete Blocks)
99. ASTM D6693 Test Method for Determining Tensile Properties of Nonreinforced Polyethylene and Nonreinforced Flexible Polypropylene Geomembranes
100. ASTM D6706 Test Method for Determining Pull-Out Resistance of Geosynthetics
101. ASTM D6766 Test Method for Evaluation of Hydraulic Properties of Geosynthetic Clay Liners Permeated with Potentially Incompatible Liquids
102. ASTM D6767 Test Method for Pore Size Characteristics of Geotextiles by Capillary Flow Test
103. ASTM D6768 Test Method for Tensile Strength of Geosynthetic Clay Liners
104. ASTM D6818 Test Method for Ultimate Tensile Properties of Turf Reinforcement Mats
105. ASTM D 6916 Geogrid Pull-out from Segmental Concrete walls.
106. ASTM D6918 Standard Test Method for Testing Vertical Strip Drains in the Crimped Condition
107. ASTM D6992 Test Method for Time-Temperature Superposition Using Stepped Isothermal Method
108. ASTM D7003 Test Method for Strip Tensile Properties of Reinforced Geomembranes
109. ASTM D7004 Test Method for Grab Tensile Properties of Reinforced Geomembranes
110. ASTM D7005 Test Method for Determining the Bond Strength (Ply Adhesion) of Geocomposites
111. ASTM D7056 Test Method for Determining the Tensile Shear Strength of Prefabricated Bituminous Geomembrane Seams
112. ASTM D7101 Test Method for RECP slope
113. ASTM D7179 Test Method for Determining Geonet Breaking Force
114. ASTM D7207 Test Method for RECP shear
115. ASTM D7238 Standard Test Method for Effect of Exposure of Unreinforced Polyolefin Geomembrane Using Fluorescent UV Condensation Apparatus
116. ASTM D7272 Test Method for Determining the Integrity of Seams Used in Joining Geomembranes by Pre-manufactured Taped Methods
117. ASTM D7275 Test Method for Tensile Properties of Bituminous Geomembranes (BGM)
118. ASTM D7322 Test Method for RECP germination

119. ASTM D7361 Test Method for Compressive SIM
120. ASTM D7406 Test Method for Time-Dependent (Creep) Deformation Under Constant Pressure for Geosynthetic Drainage Products
121. ASTM D7409 Test Method for CEG of PET
122. ASTM D 7447 RGM-Seams Strip Method
123. ASTM D 7448 Flexural Rigidity of Geogrid
124. ASTM D 7449 RGM-Seams - Grab Method
125. ASTM D7466 Test Method for Asperity Height
126. ASTM D 7737 Junction Strength Geogrid
127. ASTM E96 Test Method for Water Vapor Transmission of Materials
128. ASTM F904 Test Method for Comparison of Bond Strength or Ply Adhesion of Similar Laminates Made from Flexible Materials
129. ASTM F1249 Standard Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using a Modulated Infrared Sensor
130. ASTM F1473 Test Method for Notched Tensile Test to Measure the Resistance to Slow Crack Growth of Polyethylene Pipes and Resins
131. ASTM F2136 Test Method for Notched, Constant-Ligament-Stress (NCLS) Test to Determine Slow Crack-Growth Resistance of HDPE Resins and HDPE Corrugated Pipe
132. FTM STD. No. 101c(method 2065-82), Puncture Resistance and Elongation Test (1/8 in. radius probe)
133. GRI GG-1 Geogrid Rib Tensile Strength
134. GRI GG-2 Geogrid Junction Strength
135. GRI GG-7 Carboxyl End Group Content of PET Yarns
136. GRI GG-8 Determination of the Number Average Molecular Weight of PET Yarns Based on Relative Viscosity Value
137. GRI GM-11 Accelerated Weathering of Geomembranes Using a Fluorescent UVA Device
138. GRI GS-7 Determining the Index Friction Properties of Geosynthetics
139. ISO 527 Plastics – Determination of Tensile properties – Part 3: Test conditions for films and sheets
140. ISO 9863 Thickness
141. ISO 9864 Geotextiles - Determination of mass per unit area
142. ISO 10319 Geotextiles - Wide width tensile test
143. ISO 10321 Wide Width Seams
144. ISO 10722 Geotextiles and geotextiles - related products – Procedure for simulating damage during installation Part 1: Installation in granular materials
145. ISO 11058 Geotextiles and geotextile-related products -- Determination of water permeability characteristics normal to the plane, without load
146. ISO 12225 Geotextiles and geotextiles - related products – Screening test method for determining the resistance to microbiological degradation
147. ISO 12236 Geotextiles and geotextiles - related products – Static puncture test (CBR test)
148. ISO 12447 Geotextiles and geotextiles - related products – Screening test method for determining the resistance to hydrolysis

149. ISO 12956 Geotextiles and geotextiles - related products – Determination of the characteristic opening size
150. ISO 12957 Geosynthetics – Determination of friction characteristics Part 1: Direct shear test, Part 2: Inclined plane test
151. ISO 12958 Geotextiles and geotextiles - related products – Determination of water flow capacity in their plane
152. ISO 12960 Geotextiles and geotextiles - related products – Screening test method for determining the resistance to liquids
153. ISO 13426 Geotextiles and geotextiles - related products – Strength of internal structural junctions – Part 1: Geocells Part 2: Geocomposites
154. ISO 13431 Geotextiles and geotextiles – related products - Determination of the tensile creep and creep rupture behavior
155. ISO 13433 Geosynthetics -- Dynamic perforation test (cone drop test)
156. ISO 13438 Geotextiles and geotextiles - related products – Screening test method for determining the resistance to oxidation
157. ISO 13934 Textiles -- Tensile properties of fabrics -- Part 1: Determination of maximum force and elongation at maximum force using the strip -- Part 2: Determination of maximum force using the grab method
158. EN 12224 Geotextiles and geotextile-related products –. Determination of the resistance to weathering.
159. EN 14030 Geotextiles and geotextiles-related products – Screening test method for determining the resistance to liquids
160. Germany: Federal Waterway Engineering and Research Institute (BAW) RPG - - Guidelines for Testing Geotextiles for Navigable Waterways: Section 3.11 Abrasion resistance
161. CAN/CGSB-148.1-10 Filtration Opening Size of Geotextiles by Hydrodynamic Sieving

Any questions regarding your accreditation should be directed to George or Robert Koerner at (610) 522-8440. Once again congratulation and thank you for participating in the GAI-LAP.

Best Regards,

A handwritten signature in black ink, appearing to read "George R. Koerner", with a long horizontal flourish extending to the right.

George R. Koerner, Ph.D., P.E. & CQA
Director



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275522

Doc Description: Addendum No.04; Apple Grove Fish Hatchery - Replacement Line

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-25	2017-02-02 13:30:00	CRFQ 0310 DNR1700000032	5

BID RETURNING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

ENVIRONMENTAL CONSTRUCTION, INC.
P.O. BOX 705
SCOTT DEPOT, WV 25560
Ph. 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

Matt Wilson

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.04 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page				

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response. Revised Exhibit A Dated: 0106/2017

DNR1700000032	Document Phase Final	Document Description Addendum No.04; Apple Grove Fish Hatchery - Replacement Line	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275522

Doc Description: Addendum No.04; Apple Grove Fish Hatchery - Replacement Line

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-25	2017-02-02 13:30:00	CRFQ 0310 DNR1700000032	5

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

ENVIRONMENTAL CONSTRUCTION, INC.
P.O. BOX 705
SCOTT DEPOT, WV 25560
Ph. 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

Matt Hilson

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.04 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page	0.00000			

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response. Revised Exhibit A Dated: 0106/2017

SOLICITATION NUMBER: CRFQ 0313 DNR1700000032

Addendum Number: No.04

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Changes and Clarifications dated: 01/25/2017
2. Vendor submitted Questions and Agency Responses.
3. Section 31 23 00 EARTHWORK
4. Section 33 47 13 EPDM POND LINERS
5. Exhibit A Pricing Page, revised 01/25/2017 (usable Excel version uploaded on the wvOASIS VSS

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

**WV Division of Natural Resources
State Park Section**

**Apple Grove Fish Hatchery
Replacement of EPDM Pool Liners
CRFQ 0310 DNR1700000032**

The following is issued as Addendum No. 4 for the above-referenced project. This forms a part of the Contract Documents and modifies the original documents as noted below. The addendum consists of this sheet, six (6) pages of answers to technical questions, a revised Pricing Page, and revisions to three (3) pages in the technical specifications.

Technical Questions (received):

All questions regarding this project – which have been received by Purchasing Division between the Pre-bid meeting and the deadline for technical questions – have been addressed in the following attachments. Forty-four (44) questions and answers are covered in six (6) pages.

Bid Documents – Changes and Clarifications:

1. *Clarification on notes for sheet C-05 in the design drawings:* Gas vents are not explicitly noted on sheet C-05. Be advised that Specification Section 33 47 13 calls for gas vents to be installed in all locations where there are vents currently. This requirement includes installation of gas vents in the reservoir pond.
2. *Clarification on Addenda numbering:* The second addendum, published on 1/6/2017, was incorrectly labelled “Addendum No. 3” on the Oasis page. There are now two (2) addenda shown as “Addendum No. 3.” (The real Addendum No. 3 was published on 1/13/2017.) The Addendum published on 1/6/2017 should have been “Addendum No. 2.” Please note this for the Addendum Acknowledgement form in the bid documents.
3. *Clarification on earlier Exhibit A – Pricing Page:* ‘Exhibit A’ – Pricing Page, as published on 1/6/2017, was mislabeled as being a part of Addendum No. 3. It was actually a part of the addendum that should have been titled “Addendum No. 2.”
4. *Clarification on Exhibit A – Pricing Page:* ‘Exhibit A’ – Pricing Page, has been revised to eliminate line item 16, added on 1/6/2017, which read, “Unsuitable subgrade material removal, replacement (with suitable material), grading, and compaction.”
5. *Clarification on Exhibit A – Pricing Page:* ‘Exhibit A’ – Pricing Page, has been revised to add two (2) new line items after line item 10. The new line item 11 reads, “Topsoil placement at anchor trench.” The new line item 12 reads, “Imported fill at anchor trench.” Formerly-labeled line items 11 through 15 have now been relabeled as items 13 through 17, respectively.
6. *Clarification on Exhibit A – Pricing Page:* ‘Exhibit A’ – Pricing Page, has been revised to eliminate “replacement” from line item 10 and to revise its Estimated Quantity from 1,125 cubic yards to 352 cubic yards. Additionally, newly-labeled line item 14 (formerly item 12) has had the words “plus any necessary regrading” removed.
7. *Revisions to Project Manual/Specifications:* The following pages have been revised as described below. Bidders should replace the old copy of these FULL SECTIONS with these new versions within their copies of the Project Manual/Specifications. (Be advised, that, due to line spacing in

original document, some information may have been pushed to the next page with the addition of the notes described below. Therefore, the full sections have been published.)

- A. 31 23 00 – 2: Section 2.1.A has been revised to include the following description: “shall consist of soils classified as CL-ML, CL (clayey silts, silty clays) and SM, SC, and GC (silty sands, clayey sands, and clayey gravels) according to the Uniform Soil Classification System, having a percent finer than the No. 200 sieve greater than 25, and free of particles larger than 3 inches.”
- B. 31 23 00 – 4: The chart on this page was revised. The compaction density for pond subgrades used to read, “Firm, unyielding surface.” It now reads, “95% Proctor Density.”
- C. 33 47 13 – 4: 2.2.A.3.a has been revised to remove the word “Textured” from the description of the material.

ACKNOWLEDGEMENT:

The questions, answers, and comments detailed herein are part of the project documents for this project and are to be acknowledged on the bid form as ADDENDUM NUMBER 04.

This document is submitted this 25th day of January, 2017, by West Virginia Division of Natural Resources – Parks and Recreation Section for distribution by Purchasing.

End of Addendum

**WV Division of Natural Resources
State Park Section**

**Apple Grove Fish Hatchery
Replacement of EPDM Pool Liners
CRFQ 0310 DNR1700000032**

Technical Questions and Answers

- Q.1** Does the CQA representative have to be onsite while all work is being performed or only while geosynthetics are being installed or while compaction is taking place?
- A.1** The CQA needs to be on site as required to fulfill the duties specified in Section 33-47-13. It is not anticipated that the CQA would have to be present for activities such as removal of old liners, installation of sediment control, etc.
- Q.2** The specification for pond subgrade fill compaction density indicates "Firm, unyielding surface." Does this mean the compaction testing of subgrade fill will consist of proof rolling? It isn't practical to use a density gauge with no compaction "percentage number" designated.
- A.2** The specification will be revised to indicate 95% Proctor density for pond subgrade.
- Q.3** The specifications call for a surveyed as-built of the geotextile seams, patches, etc. Is the same needed for the EPDM liner?
- A.3** The specifications do not require the geotextile as-constructed drawing to be surveyed. No as-constructed drawing is required for the EPDM liner.
- Q.4** Is a certification report required by the CQA firm at the end of the project? If so, what does it need to contain and how many copies will be required?
- A.4** See Written Certifications under Submittals in Section 33-47-13. Four copies required, unless reduced by agreement at the Preconstruction Conference.
- Q.5** Is this project 100% State funded with no Federal dollars being used?
- A.5** See Page 24 of the Original Solicitation documents.
- Q.6** The Contractor is required to provide an office trailer. Will the Contractor be permitted to pull power, water and internet from the Facility, or will the Contractor have to notify the Utility Company's and pay for temporary services?
- A.6** Per Addendum No. 2, electricity and water will be available to the vendor for this work. Internet is the responsibility of the vendor. Any extension necessary will be the contractor's responsibility.

Q.7 Will the Contractor have to provide security fencing around each work site to protect the public or will the work areas be closed to the public?

A.7 The work areas will be closed to the public.

Q.8 It appears some of the banks have destabilized around the ponds. The drawings do not indicate to provide fill or give the limits of the fill areas, but the specification includes specs involving fill. Please clarify the multiple questions below regarding existing sub-grade conditions.

A.8 See A9 through A17.

Q.9 There is no way to quantify how much fill will be needed to re-establish the existing slopes of the ponds. How is this to be figured in the bid proposal?

A.9 The specification refers to placement of fill as directed by the Owner's Representative to restore pond subgrades IF it is determined that such restoration is needed. Pond subgrade areas to be repaired cannot be determined until the existing liner material is removed. The Owner will determine if there are pond subgrade areas to be repaired once the existing liner material is removed. Repair of pre-existing pond subgrade damage will be considered a change in conditions. Any damages to subgrade caused by work performed by the contractor will be the contractor's responsibility to repair.

Q.10 The existing material under the existing pond liners appear to be a sandy river bottom materials. The specs indicate the pond sub-grade shall be firm & unyielding. Is a visual test by a geotechnical inspection agency all that is required to determine the ponds sub-grade is firm and unyielding?

A.10 See the response to Question 2 above. Use 95% Proctor density for pond subgrades.

Q.11 What type of material is to be used to establish the embankments that have collapsed?

A.11 The material to be used will be as specified in the addendum.

Q.12 Does the Owner have an on-site borrow area if the existing soils are suitable?

A.12 No.

Q.13 If the ponds existing sub-grade base are not suitable material, how will this be addressed as for a pay item?

A.13 The assumption for bidding this project is that the existing pond subgrade material is suitable. If unsuitable materials are discovered when the existing pond liners are removed, any remediation of material will be considered a change in conditions.

Q.14 The anchor trench detail on sheet C-06 indicates to replace vegetation stripping with compacted earth material.

A.14 Yes, however, the exposed surface of the new anchor trench must be topsoiled for revegetation in accordance with Section 32 91 13, which calls for 4 inches of topsoil. For the anchor trenches, we will accept 6 inches of topsoil (on-site stockpiled from stripping activity) in order to minimize the quantity of imported fill material required.

Q.15 Is the earth that is being excavated as per detail other than the top layer of vegetated material an approved material to place as back fill or will material need to be hauled in from an off site borrow area?

A.15 The material removed for stripping vegetation is acceptable for use as topsoil. Backfill for the portion of the stripped area that will be under the new liner must be imported fill in accordance with the specification provided by the addendum.

Q.16 Will the excavated material from the anchor trench be permitted to be used for back fill even though reaching the 95% compaction requirements may not be reachable?

A.16 Yes. The 95% requirement may be adjusted if it is demonstrated that 95% is impractical.

Q.17 Does the Owner have an on-site borrow area for the compacted earth back fill?

A.17 No.

Q.18 For clarification: The Contractor does not need to apply for a storm water permit, correct?

A.18 WVDNR has applied for the NPDES construction permit. The Contractor will be named and will be responsible for installing and maintaining the erosion control measures.

Q.19 For clarification: The Owner will be completing the daily reports for the storm water permit, correct?

A.19 The Contractor, as co-applicant, will be responsible for the daily reports.

Q.20 For clarification: The hatchery is outside the city limits, correct?

A.20 Correct. It is outside of city limits.

Q.21 For clarification: The active ponds will be drained, cleaned by Owner when the ponds are ready for the renovations, correct?

A.21 Yes.

Q.22 For clarification: Disposal tickets will be required for the disposal of all the existing liner material, correct?

A.22 The Contractor is responsible for legal off-site disposal of the existing liner material. The contractor must demonstrate that all such material was disposed of legally.

Q.23 Can a product data sheet be made available for the existing material so the land fills can see what the by-products are used to make up the material?

A.23 The existing liner material is reinforced polypropylene.

From the existing geotextile liner pad specification: Fibers used in the manufacture of the geotextile shall consist of a material composed of at least 85 percent by weight polyolefins, polyesters, or polyamides.

Q.24 The ponds are clearly showing ponding through-out the bottom of the ponds.

A.24 Since no question asked, assume this is part of Q25.

Q.25 Is it the Engineer's intentions for the Contractor to regrade the entire pond basin to remove the ponding?

A.25 No.

Q.26 What are the tolerances for ponding in the ponds basin?

A.26 Per Section 33 47 13 3.1 A 2: Complete subgrade shall be within +/- 0.1 ft of the specified elevation. However, it is reiterated that repair of existing subgrades to correct ponding is NOT within the scope of the project. Any repair of existing subgrade will be considered a change in conditions.

Q.27 For clarifications: In specifications section 334713 EPDM Pond Liners: 1.2 Quality Assurance; B. Qualifications: 1.a, 2.a & b., 3., a,b & c, 4., a & b, 5., a & b. Are these certifications to be included in the bid package or are they to be submitted by the Contractor awarded the project as a submittal?

A.27 They need to be submitted with the shop drawing submittals.

Q.28 Are shop drawings required for each pond locations?

A.28 Only for any pond that deviates from the EPDM Geomembrane layout plan that is part of the Shop Drawing submittal per 33 47 13 A 2 d.

Q.29 Will electronic submittals be permissible?

A.29 Yes.

Q.30 The specifications indicate to provide 45 mil non-reinforced EPDM. Is this correct?

A.30 Yes.

Q.31 For Clarification: Exhibit A pricing Page Line Items is for informational purposes only and will not be used as a means for calculating additive or deductive work, correct?

A.31 The unit price given in Exhibit A for imported fill will be used to calculate pricing for subgrade repairs that may be necessary if the need for such repair is identified and agreed upon by the Owner. Should this change in conditions be identified, a change order application will be considered.

Q.32 Under Exhibit A pricing Page Line Items 2 Quality Control (Max. 5% of total bid amount) Due to the amount of testing requirements needed for this project under the specifications. 5% will be nowhere near the actual cost for quality controls. Will a proposal be rejected if the quality controls on this project reaches 18-22% of the total bid amount?

A.32 Vendors Bid amount for line item 2 is to be no more than (Max. 5% of total bid amount).

Q.33 Under Exhibit A pricing Page Line Item # 10: There does not appear to be 6" of existing topsoil on site to replace as requested under line item # 10.

A.33 The addendum will revise the line item to indicate that the material required is to be imported. See new line items 11 and 12.

Q.34 Are we to figure hauling topsoil in to cover the 4" wide area 6" deep?

A.34 Not topsoil. The stripped volume needs to be replaced with trench backfill under the material specification provided in the addendum.

Q.35 Will the Contractor be required to hire a Surveyor to shoot existing topos of each pond for recording?

A.35 No.

Q.36 Will the Contractor be required to hire a Surveyor to shoot topos of the sub-grade after final prep before liner installations?

A.36 No. However, if the contractor causes damage to the subgrade through work activities, then the contractor will be responsible for demonstrating to the Owner that the newly regraded subgrade is within tolerances described herein.

Q.37 Under Exhibit A pricing Page Line Item # 9 Remove and reinstall maintenance platforms. During the prebid meeting we only walked to three locations. Is every maintenance platform accessible for removing and replacing by crane?

A.37 Yes.

Q.38 Addendum No 2 references the addition of Line Item 16 to Exhibit A, Bid Pricing Form, for replacement of subgrade material if needed. However, Line Item 16 is not shown on the pricing form included in the addendum.

A.38 Line item 16 has now been removed and 'Exhibit A – Pricing Page' has been revised for this addendum.

- Q.39 Please clarify the experience requirements for the Liner Installer. Will a combination of PVC, Polypropylene, CSPE, LLDPE, HDPE & EPDM Geomembrane Liners be acceptable or must the experience requirement be based only on EPDM?

A.39 EPDM only.

- Q.40 Regarding the Destructive/Trial Seam testing; Won't the specified, fully-bonded to the edge adhesive seam need to be modified to allow for peel testing? Shear testing could still be performed upon the standard specified field seam.

A.40 No. The details of specimen preparation for both shear and peel tests are explained in ASTM D7272.

- Q.41 Will payment to the contractor be based on the final agreed to quantities at unit prices contained on pricing form?

A.41 The contractor shall submit a schedule of values in accordance with section 9.2 of the AIA A201-2007 General Conditions and the State Supplemental Conditions. When approved by the Owner and Engineer, the schedule of values shall be the basis of payment.

- Q.42 Is the original submittal for the existing in place material available to determine what the properties are of the in place geotextile and liner materials?

A.42 We do not have the original submittal, only the original specification which can be provided during construction.

- Q.43 Section 33 47 13 3.a. List "Textured EPDM geomembrane" Please clarify as EPDM is not a textured material per say material.

A.43 Strike the word "textured".

- Q.44 If battening that is to be removed, damaged during removal how is replacement battening paid for?

A.44 Section 07 73 29 3.1 D 2 b requires the Contractor to "Replace any item damaged through carelessness, in removal". It is assumed that the battens can be removed without damage (there is a separate provision for the anchor bolts described in the drawings and specifications). If it is demonstrated that the battens cannot be removed without damaging them, they will be replaced under change order at the direction of the Owner.

SECTION 31 23 00 EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Topsoil removal
 - 2. Earthwork for anchor trenches and pond subgrades.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 0 - Bidding and Contract Requirements.
 - 2. Division 1 - General Requirements.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. ASTM International (ASTM):
 - a. C136-06, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - b. D4318-00, Liquid Limit, Plastic Limit and Plasticity Index of Soils
 - c. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³).
 - d. D6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth)
 - e. D4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
 - f. E329-00b, Standard specifications for Agencies Engaged in the testing and/or Inspection of Materials Used in Construction
- B. Sampling and Testing:
 - 1. The Contractor shall retain the services of an independent Testing Agency to conduct sampling testing and analysis as required by this section and elsewhere in the Contract Documents. For the duration of the work, the Testing Agency shall provide sampling, testing and analysis results to the Owner's Representative within 24 hours of completing sampling, testing or analysis. The Testing Agency shall meet the requirements of ASTM E329-00b.
 - 2. The Contractor's geotechnical consulting engineer shall complete material testing as outlined in Table 31 23 00 -1:

Material	Test Required	Test/Sample Frequency
Anchor Trench Backfill and Pond Subgrade Fill	Material testing for Gradation (ASTM C136), Liquid Limit, Plasticity Index, and Plastic Limit (ASTM D4318)	1 test per material source, including on-site material
Anchor Trench Backfill and Pond Subgrade Fill	Moisture-density curve per ASTM D698-00a	1 test per material source, including on-site material
Anchor Trench Backfill and Pond Subgrade Fill	In-place density per ASTM D6938-10	1 test per 500/CY placed, minimum of 1 test per lift

Table 31 23 00 -1

1.3 SUBMITTALS

- A. Shop Drawings:
 - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
 - 2. Certifications.
 - 3. Test reports:
- B. Samples:
 - 1. Submit samples and source of fill and backfill materials proposed for use.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fill: Selected material approved by Owner's Representative from off site borrow. Fill shall consist of soils classified as CL-ML, CL (clayey silts, silty clays) and SM, SC and GC (silty sands, clayey sands, and clayey gravels) according to the Uniform Soil Classification System, having a percent finer than the No. 200 sieve greater than 25, and free of particles larger than 3 inches.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect existing surface and subsurface features on-site and adjacent to site as follows:
 - 1. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing items indicated to remain in place.
 - 2. Protect and maintain bench marks, monuments or other established reference points and property corners.
 - a. If disturbed or destroyed, replace at own expense to full satisfaction of Owner and controlling agency.
 - 3. Verify location of utilities.
 - a. Omission or inclusion of utility items does not constitute nonexistence or definite location.
 - b. Secure and examine local utility records for location data.
 - c. Take necessary precautions to protect existing utilities from damage due to any construction activity.
 - d. Repair damages to utility items at own expense.
 - e. In case of damage, notify Owner's Representative at once so required protective measures may be taken.
 - f. Any item known or unknown or not properly located that is inadvertently damaged shall be repaired to original condition.
 - g. All repairs to be made and paid for by Contractor.
 - 4. Maintain stockpiles and excavations in such a manner to prevent inconvenience or damage to structures on-site or on adjoining property.
 - 5. Avoid surcharge or excavation procedures which can result in heaving, caving, or slides.
- B. Salvageable Items: Carefully remove items to be salvaged, and store on Owner's premises unless otherwise directed.
- C. Dispose of waste materials, legally, off site.
 - 1. Burning, as a means of waste disposal, is not permitted.

3.2 TOPSOIL REMOVAL

- A. Topsoil Removal:
 - 1. Strip topsoil to depths encountered or as specified within the soils report, 4" minimum.
 - a. Remove heavy growths of grass before stripping.

- b. Separate from underlying subsoil or objectionable material.
- 2. Stockpile topsoil where directed by Owner's representative.
 - a. Construct storage piles to freely drain surface water.
 - b. Cover storage piles to prevent erosion.

3.3 SITE EXCAVATION AND GRADING

- A. The work includes all operations in connection with excavation, construction of fills, rough grading, and disposal of excess materials in connection with the preparation of the site(s) for construction of the proposed facilities.
- B. Excavation and Grading:
 - 1. Perform as required by the Contract Drawings.
 - 2. Contract Drawings may indicate both existing grade and finished grade required for construction of Project.
 - a. Stake all structures, piping, and roads, and establish their elevations.
 - b. Perform other layout work required.
 - c. Replace property corner markers to original location if disturbed or destroyed.
 - 3. Preparation of ground surface for embankments or fills:
 - a. Before fill is started, scarify to a minimum depth of 6 IN in all proposed fill areas.
 - b. Where ground surface is steeper than one vertical to four horizontal, plow surface in a manner to bench and break up surface so that fill material will bind with existing surface.
 - c. Slope should not be steeper than one vertical to three horizontal and no steeper than existing grade on any pond.
 - 4. Protection of finish grade:
 - a. During construction, shape and drain embankment and excavations.
 - b. Maintain ditches and drains to provide drainage at all times.
 - c. Protect graded areas against action of elements prior to acceptance of work.
 - d. Reestablish grade where settlement or erosion occurs.
- C. Borrow:
 - 1. Fill material to be approved by Owner's Representative prior to placement.
- D. Construct fills as required by the Contract Drawings:
 - 1. Construct fills at locations and to lines of grade indicated.
 - a. At the direction of the Owner's representative, place fill material as needed to restore pond subgrades where erosion has occurred
 - b. Completed fill shall correspond to shape of typical cross section or contour indicated regardless of method used to show shape, size, and extent of line and grade of completed work.
 - 2. Provide approved fill material which is free from roots, organic matter, trash, frozen material, and stones having maximum dimension greater than 6 IN.
 - a. Ensure that stones larger than 3/4 IN are not placed in upper 8 IN of fill or embankment.
 - b. Do not place material in layers greater than 8 IN loose thickness.
 - c. Place layers horizontally and compact each layer prior to placing additional fill.
 - 3. Compact by sheepsfoot, pneumatic rollers, vibrators, or by other equipment as required to obtain specified density.
 - a. Control moisture for each layer necessary to meet requirements of compaction.

3.4 FIELD QUALITY CONTROL

- A. Include in bid price the cost of inspection services indicated herein as being performed by the Testing Agency.
- B. Moisture density relations, to be established by the Testing Agency required for all materials to be compacted.
- C. Extent of compaction testing will be as necessary to assure compliance with specifications.

- D. Give minimum of 24 HR advance notice to Owner's Representative when ready for compaction or subgrade testing and inspection.
- E. Should any compaction density test or subgrade inspection fail to meet specification requirements, perform corrective work as necessary.
- F. Pay for all costs associated with corrective work and retesting resulting from failing compaction density tests.

3.5 COMPACTION DENSITY REQUIREMENTS

- A. Obtain approval from Owner's Representative with regard to suitability of soils and acceptable subgrade prior to subsequent operations.
- B. Provide dewatering system necessary to successfully complete compaction and construction requirements.
- C. Remove frozen, loose, wet, or soft material and replace with approved material as directed by Soils Engineer.
- D. Stabilize subgrade as directed by Owner's Representative.
- E. Assure by results of testing that compaction densities comply with the following requirements:
 - 1. Pond subgrades and anchor trenches:

LOCATION	COMPACTION DENSITY
Pond subgrades:	95% Proctor Density
Anchor trench backfill:	95% Proctor density

3.6 EXCAVATION AND BACKFILLING

- A. General:
 - 1. In general, work includes, but is not necessarily limited to, excavation and backfill for anchor trenches, fill of damaged subgrade if needed, and subgrade compaction.
 - 2. Obtain fill and backfill material necessary to produce grades required.
 - a. Materials and source to be approved by Owner's Representative.
 - b. Materials shall be similar to existing pond subgrade material.
- B. Excavation and backfill requirements for anchor trenches:
 - 1. Excavate to elevations and dimensions indicated or specified.
 - 2. If undesirable material and obstructions are encountered during excavation, remove material and replace as directed by Owner's Representative.
 - 3. Level off bottoms of excavations to receive compacted fill.
 - a. Remove loose materials and bring excavations into approved condition to receive fill material.
 - b. Do not carry excavations lower than shown unless directed by Owner's Representative.
 - 4. Notify Owner's Representative as soon as excavation is completed in order that subgrades may be inspected.
 - a. Do not commence further construction until subgrade under compacted fill material has been inspected and approved by the Owner's Representative as being free of undesirable material, being of compaction density required by this specification, and being capable of supporting fill loads to be placed thereon.
 - b. Owner's Representative shall be given the opportunity to inspect subgrade below fill material both prior to and after subgrade compaction.
 - c. Place fill material as soon as weather conditions permit after excavation is completed, inspected and approved.
 - d. Before fill material is placed, protect approved subgrade from becoming loose, wet, frozen, or soft due to weather, construction operations, or other reasons.

5. Subgrade stabilization:
 - a. If subgrade under fill material is in a frozen, loose, wet, or soft condition before construction is placed thereon, remove frozen, loose, wet, or soft material and replace with approved compacted material as directed by Owner's Representative.
 - b. Provide compaction density of replacement material as stated in this Specification Section.
 - c. Loose, wet, or soft materials, when approved by Owner's Representative, may be stabilized by a compacted working mat of well graded crushed stone.
 - d. Compact stone mat thoroughly into subgrade to avoid future migration of fines into the stone voids.
 - e. Method of stabilization shall be performed as directed by Owner's Representative.
 - f. Do not place further construction on the repaired subgrades, until the subgrades have been approved by the Owner's Representative.
 - g. Prevent new and existing structures from becoming damaged due to construction operations or other reasons.
 6. Drainage:
 - a. Control grading around structures so that ground is pitched to prevent water from running into excavated areas or damaging structures.
 - b. Maintain excavations free of water.
 - c. Provide pumping required to keep excavated spaces clear of water during construction.
 - d. Should any water be encountered in the excavation, notify Engineer and Owner's Representative.
 - e. Provide free discharge of water by trenches, pumps, wells, well points, or other means as necessary and drain to point of disposal that will not damage existing or new construction or interfere with construction operations and complies with all applicable regulations.
 7. Frost protection:
 - a. Do not place fill material on frozen ground.
 - b. When freezing temperatures may be expected, do not excavate to full depth indicated, unless fill material can be placed immediately after excavation has been completed and approved.
 - c. Protect excavation from frost if placing of fill is delayed.
- C. Fill at pond subgrades:
1. General:
 - a. Subgrade to receive fill shall be free of undesirable material as determined by Owner's Representative and scarified to a depth of 6 IN and compacted to density specified herein.
 - b. Surface may be stepped by not more than 12 IN per step or may be sloped at not more than 2 percent.
 - c. Do not place any fill material until subgrade under fill has been inspected and approved by Owner's Representative as being free of undesirable material and compacted to specified density.
 2. Obtain approval of fill material and source from Owner's Representative prior to placing the material.
 3. Fill placement:
 - a. Prior to placing fill and backfill material, optimum moisture and maximum density properties for proposed material shall be obtained from Testing Agency.
 - b. Place fill material in thin lifts as necessary to obtain required compaction density.
 - c. Compact material by means of equipment of sufficient size and proper type to obtain specified density.
 - d. Use hand operated equipment for filling next to walls, trench sides, or other obstructions.
 - e. Do not place fill when the temperature is less than 40 DegF or when subgrade to receive fill and backfill material is frozen, wet, loose, or soft.
 - f. Use vibratory equipment to compact granular material; do not use water.

3.7 SPECIAL REQUIREMENTS**A. Erosion Control:**

1. See Section 31 25 00.

END OF SECTION

SECTION 33 47 13 EPDM POND LINERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Furnishing, installation, quality control, and testing of 45 mil non-reinforced Ethylene Propylene Diene Terpolymer (EPDM) geomembrane pond liners.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 0 - Bidding and Contract Requirements.
 - 2. Division 1 - General Requirements.
 - 3. Section 31 23 00 - Earthwork.
 - 4. Section 31 32 19 - Geotextiles

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. ASTM International (ASTM):
 - a. D412, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension
 - b. D518, Standard Test Method for Rubber Deterioration - Surface Cracking
 - c. D573, Standard Test Method for Rubber-Deterioration in an Air Oven
 - d. D624, Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
 - e. D638, Standard Test Method for Tensile Properties of Plastics.
 - f. D792, Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
 - g. D1149, Standard Test Methods for Rubber Deterioration—Cracking in an Ozone Controlled Environment
 - h. D2137, Standard Test Methods for Rubber Property—Brittleness Point of Flexible Polymers and Coated Fabrics
 - i. D2240, Standard Test Method for Rubber Property—Durometer Hardness
 - j. D4437, Standard Practice for Non-destructive Testing (NDT) for Determining the Integrity of Seams Used in Joining Flexible Polymeric Sheet Geomembranes.
 - k. D4833, Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
 - l. D7272, Standard Test Method for Determining the Integrity of Seams Used in Joining Geomembranes by Pre-Manufactured Taped Methods
 - m. E4, Standard Practices for Force Verification of Testing Machines
 - n. G155, Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials
- B. Qualifications:
 - 1. Manufacturer:
 - a. Each manufacturing and/or fabricating firm shall demonstrate five (5) years continuous experience with a minimum of 1,000,000 SF of EPDM geomembranes for lining of ponds 0.5 acres in size or larger.
 - 2. Installer Firm:
 - a. Demonstrate installation of a minimum 1,000,000 SF of EPDM geomembranes.
 - b. Must be approved by the Manufacturer.
 - 3. Installer Foreman:
 - a. Demonstrate a minimum of three (3) years continuous experience with a minimum of 1,000,000 SF of EPDM geomembrane pond liner installation in the capacity of Foreman.

- b. Training and certification by at least one (1) of the named manufacturers in this Specification (not necessarily the manufacturer supplying materials for this Project) is acceptable in lieu of the experience requirement.
 - c. Training and certification may be obtained any time prior to the start of liner installation.
- 4. Certified Quality Assurance (CQA) Inspectors:
 - a. Demonstrate current certification for Geosynthetic Materials by the Geosynthetic Institute.
 - b. CQA Inspector shall be employed by the General Contractor, not the Installer Firm.
- 5. Independent Testing Laboratory
 - a. Shall be employed by the General Contractor, not the Installer Firm.
 - b. Demonstrate current certification for Geosynthetic Materials by the Geosynthetic Institute.

1.3 DEFINITIONS

- A. Manufacturer:
 - 1. Manufacturer producing geomembrane sheets from resin and additives.
- B. Installer:
 - 1. The Installer Firm is the construction firm that performs the hands-on work in the field.
 - 2. The Installer Foreman is the individual who has on-site supervisory responsibility for the Installer Firm's field crew.
- C. Certified Quality Assurance (CQA) Inspector:
 - 1. The CQA Inspector is the individual responsible for observing field installation of the geosynthetic materials and providing the Manufacturer, Installer and Owner with verbal and written documentation of compliance with this specification and with written procedures manuals prepared by the Manufacturer and/or Installer.
- D. Independent Testing Laboratory:
 - 1. The firm hired by the General Contractor to perform destructive testing of the EPDM geomembrane seam samples.

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
 - 2. Submit Shop Drawings, including:
 - a. Manufacturer's certification that raw materials and sheet materials comply with required materials, mil thickness, and material properties.
 - 1) Original certificates are required.
 - b. Manufacturer and Installer quality control requirements. Manufacturer's requirements will govern in the event of a conflict with Installer's requirements.
 - c. Qualifications of Manufacturer, Installer Firm, Installer Foreman, CQA Inspector and Independent Testing Laboratory.
 - d. EPDM Geomembrane layout plan with proposed size, number, position and sequencing of liner panels and showing the location and direction of all field or factory joints.
 - 1) Proposed details for connecting the geosynthetic materials to appurtenances.
 - 2) Location and configuration of haul roads and access points.
 - 3) Proposed details for anchor trench if different than included in Contract Documents.
 - 4) Product information for all sealants and adhesives as recommended by the Manufacturer for each application.
- B. Informational Submittals:
 - 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
 - 2. Test results:

- a. Non-destructive seam test results performed in the field by Installer and observed by CQA Inspector.
 - b. Destructive seam test results performed in the field by Installer and observed by CQA Inspector.
 - c. Destructive seam test results performed in the laboratory by the Independent Testing Laboratory.
- 3. Warranties as described below.
- 4. Written certifications that:
 - a. The EPDM geomembrane material delivered to site meets the requirements of this Specification.
 - b. The EPDM geomembrane were received and accepted in undamaged condition from shipper.
 - c. The subgrade has been properly prepared and acceptable for the placement of the EPDM geomembrane.
 - d. The EPDM geomembrane liner was installed in accordance with this Specification and with approved Shop Drawings.
 - e. The EPDM geomembrane joints were inspected, tested for continuity, and passed all inspections and tests.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Unused or stockpiled EPDM geomembrane shall be stored in accordance with the manufacturer's recommendations.
- B. Label each roll with the manufacturer's name, type, lot number, roll number, and roll dimensions (length, width, gross weight).
 - 1. EPDM geomembrane or plastic wrapping damaged as a result of storage or handling shall be repaired or replaced, as directed.
 - 2. EPDM geomembrane shall not be exposed to temperatures in excess of 60 DegC (140 DegF) or less if recommended by the Manufacturer.
- C. No hooks, tongs or other sharp instruments shall be used for handling the EPDM geomembrane.
 - 1. Rolls shall not be lifted by use of cables or chains in contact with the EPDM geomembrane.
 - 2. EPDM geomembrane shall not be dragged along the ground.

1.6 PROJECT/SITE CONDITIONS

- A. When the weather is of such a nature as to endanger the integrity and quality of the installation whether this is due to rain, high winds, cold temperatures, or other weather elements, the installation shall be halted until the weather conditions are satisfactory.
- B. The Contractor shall ensure that adequate dust control methods are in effect to prevent the unnecessary accumulation of dust and dirt on surfaces which hamper efficient field seaming or performance.
- C. Maintain surface water drainage diversions around the work area and provide for the disposal of water which may collect in the work area directly from precipitation falling within the area or from inadequate diversion structures or practices.

1.7 WARRANTY

- A. Written warranties addressing EPDM geomembrane material and installation workmanship shall be furnished by the Contractor and shall be made to the Owner.
- B. Submit material samples and warranties prior to shipment.
- C. Suitability of geosynthetic liner system shall be subject to City approval of warranty.
 - 1. The Manufacturer's warranty shall state that the furnished material meets all requirements of the Contract Drawings and Specifications, and that under local atmospheric conditions the sheet material is warranted for 20 years, prorated.

2. The Installer's warranty shall state that the materials were properly installed, properly, seamed and jointed and will not fail within two (2) years of the installation under similar conditions. Installer's warranty shall not be prorated.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers of EPDM liner are acceptable:
1. GeoGard, Firestone Building Products, 250 West 96th Street, Indianapolis, IN 46260.
 2. AquaTough, Carlisle Syntec Systems, PO Box 7000, Carlisle, PA 17013.
 3. Approved equivalent.

2.2 MATERIALS

- A. EPDM Geomembrane Liner:
1. Consist of unreinforced EPDM.
 - a. Thickness: 45 mils.
 - b. Manufactured from virgin, first quality resin designed and formulated specifically for liquid containment in hydraulic structures.
 - c. The finished compound shall be uniform in color, thickness, and surface texture.
 - d. Membrane color shall be black.
 2. Manufactured to be free of holes, blisters, undispersed raw materials, or any sign of contamination by foreign matter.
 - a. Any such defects shall be cause for rejection of the material.
 - b. Minor defects may be repaired in accordance with Manufacturer's recommendations if approved by the Owner's representative.
 3. Specifications:
 - a. EPDM geomembrane shall possess properties which meet or exceed the following minimum requirements:

PROPERTY	TEST METHOD	TEST VALUE
Thickness (mil)	ASTM D412	45 (+/-10%)
Tensile Strength, Die C	ASTM D412	1305 psi
Ultimate Elongation, Die C	ASTM D412	300%
Tear Resistance, Die C	ASTM D624	150 (lb/in)
Puncture Resistance	ASTM D4833	25 lb
Shore A Durometer	ASTM D2240	60 (+/-10%)
Resistance to Ozone (7 days @ 150°F, 50% strain)	ASTM D1149	No Cracks
Multi-Axial Elongation	ASTM D5617 ⁽³⁾	100%
Oven Aging (240°F for 670 hours)	ASTM D573	
Tensile Strength, Die C	ASTM D412	1205 psi
Ultimate Elongation, Die C	ASTM D412	200%
Tear Resistance, Die C	ASTM D624	125 lb/in
Xenon Arc (5040 KJ/(m ² -nm) @ 340 nm @ 80°C) (Visual Inspection 7x magnification)	ASTM G155	No Cracks

B. Other Materials

1. Metal Battens: Metal Batten strips shall be 6061-T6 aluminum.
2. Metal Fastenings: Provide 304 stainless steel fasteners as manufactured by the following:
 - a. Molly Parabolts by USM Corporation
 - b. Kwik-Bolt by Hilti Corporation
 - c. Ramset, Inc.

3. Concrete Adhesive: Liner to concrete adhesive shall be approved by the liner manufacturer.
4. Air Vents: Air vents shall be as detailed on the drawings.
5. Fabricated Fittings: Fabricated fittings for pipe penetrations, structure corners, and other non-standard areas shall be as supplied or approved by the Manufacturer.
6. Sealants: All sealants shall be approved by the Manufacturer for the specific use/application.

2.3 EQUIPMENT AND ACCESSORIES

- A. Field Tensiometer:
 1. Provide a tensiometer for on-site shear and peel testing of EPDM geomembrane seams.
 - a. Tensiometer shall be in good working order.
 - b. Built to ASTM specifications.
 - c. Calibrated in accordance with ASTM E4.
- B. Equipment necessary to perform air lance testing in accordance with ASTM D4437.

PART 3 - EXECUTION

3.1 GEOSYNTHETIC LINER SYSTEM

- A. Geomembrane Subgrade:
 1. Surfaces on which the lining is to be placed shall be maintained in a firm, clean, dry and smooth condition during the liner installation. All earthen surfaces shall be compacted and smooth graded with anchor trenches provided as required and detailed. All surfaces shall be free of rocks, roots, gravel, grade stakes or debris that may puncture the EPDM geomembrane. The subgrade shall be compacted in accordance with Section 31 20 00 - Earthmoving. All vegetation, if present, shall be removed. Any erosional areas on the pool bottom and banks shall be repaired and all slopes brought to a uniform grade. If groundwater is present within 12 inches below the surface to be lined, the General Contractor shall dewater the area prior to and during installation of the liner.
 2. Completed subgrade and finished grades shall be within ± 0.1 ft. of the specified elevation.
 3. Immediately prior to the installation of the geotextile underlayment and EPDM geomembrane, a complete and detailed inspection shall be performed by the Owner's representative and Contractor to determine acceptance of the finished subgrade and elevations. Any erosion or other damage to the subgrade which has occurred since placement shall be corrected.
- B. Anchor Trenches:
 1. Geosynthetic materials placed on side slopes shall be anchored into trenches as detailed on the Contract Drawings.
 2. Excavation, backfill and compaction shall be in accordance with Specification Section 31 23 00.
- C. EPDM Geomembrane:
 1. General:
 - a. Installer is responsible for handling, fitting, seaming, jointing and testing of geosynthetic materials in the field.
 - b. These responsibilities include but are not limited to:
 - 1) Acceptance (in writing) of the geosynthetic materials from the transporter.
 - 2) Acceptance (in writing) of the soil subgrade which will serve as a base for the EPDM geomembrane.
 - a) This acceptance shall precede installation of the EPDM geomembrane.
 - b) Shall state that the Installer has inspected the surface, and reviewed the Specifications for material and placement, and finds all conditions acceptable for placement of EPDM geomembrane liners.
 - c) Shall explicitly state any and all exceptions to acceptance.

- 3) Handling, seaming, jointing, testing and repair of EPDM geomembrane liners and other geosynthetic materials in compliance with this Specification and with written procedures manuals prepared by the Manufacturer.
 - a) EPDM Geomembrane shall not be placed upon frozen foundation, standing water or other conditions which will result in deterioration of the foundation.
 - b) EPDM Geomembrane liner materials shall be laid out according to reviewed shop drawings.
 - 4) Repair or replacement of defects in the geosynthetic materials as required by the CQA Inspector or the Owner's representative.
2. Panel deployment:
- a. Only those panels/sheets that can be seamed in one (1) day shall be deployed.
 - b. Place panels with minimal handling.
 - 1) Orient sheets to eliminate or minimize number of horizontal seams on side slopes.
 - 2) Protect panels from tear, puncture or abrasion.
 - c. Equipment used to deploy the geomembrane shall not damage the subgrade.
 - 1) A rut is defined as a 1/4 IN depression over a 10 FT straight-edged length.
 - d. No vehicular traffic is permitted on unprotected EPDM geomembrane.
 - e. Minimize foot traffic.
 - 1) Do not allow personnel access to wet or slippery liners without adequate safety precautions.
 - f. Ballast with sandbags to prevent wind uplift as recommended by Manufacturer and based on local climatic conditions.
 - 1) Remove and replace all wind damaged panels at no additional cost to the Owner.
 - 2) If wind causes panels to be displaced, displaced panel may not be reused.
 - g. Install EPDM geomembrane in stress free, tension free and relaxed condition.
 - 1) Account for temperature and weather-related impacts when deploying and covering.
 - 2) Stretching to fit and folding are not permitted.
 - h. Do not allow EPDM geomembrane to bubble, fold, or create ripples as a result of deployment of geotextile liner pad.
 - 1) Except as noted on Contract Drawings no folds in EPDM geomembrane will be allowed.
 - i. Any panel exhibiting stretching caused by placement, covering techniques, or wind shall be removed and may not be incorporated in the final construction.
 - j. Field seaming:
 - 1) Field seaming shall be done in accordance with seaming recommendations furnished by the geomembrane Manufacturer.
 - 2) Each seaming crew shall perform demonstration seams at the start of a shift, and at other times at the discretion of the CQA Inspector.
 - 3) Demonstration seams shall use the same seaming materials and methods to be used in the actual construction.
 - 4) Surfaces to be seamed shall be clean and dry at the time of seaming.
 - a) Precipitation and ponding of water on the EPDM geomembrane shall cause termination of seaming operations.
 - b) EPDM geomembrane shall not be seamed when ambient temperatures are below 41 DegF or above 104 DegF, without written consent of EPDM geomembrane Manufacturer and Owner's representative.
 - 5) EPDM geomembrane sheets shall be seamed continuously without fishmouths or breaks in the seam.
 - 6) Manufacturer's seaming instructions shall specifically address subgrade preparation, seaming materials, temporary and permanent jointing, seaming temperatures including temperatures for seaming materials, seam finishing and curing.
 - 7) A copy of Manufacturer's seaming instructions shall be available on site at all times and shall not be deviated from without written approval of the Manufacturer and Owner's representative.

- 8) Seaming shall not be conducted in the presence of standing water and/or soft subgrades.
 - a) The seamed area shall be cleaned of dust, dirt and foreign material prior to and during the seaming operation.
- 9) Seaming shall extend to the outside edge of panels/sheets to be placed in anchor trenches.
- k. Patching:
 - 1) Defects in and damage to EPDM geomembrane sheets shall be repaired as recommended by the Manufacturer.
- 3. Connections and Appurtenances
 - a. Pipe Penetrations: All pipe penetrations of the liner shall be sealed with a shroud made of same material as liner as shown in the contract drawings and shop drawings. Stainless steel clamps, contact adhesives, and sealants shall be installed and sealed as recommended by the Manufacturer to insure a watertight installation.
 - b. Joints to Structures: All curing compounds and coatings shall be completely removed from the joint area. Joining of the liner to concrete shall be made with a concrete adhesive compatible with the liner, and mechanically fastened as shown on the plans. Unless otherwise shown on the drawings, the minimum width of the adhered area to the concrete will be 8 inches (20 cm.). Anchoring devices shall be placed as indicated on the drawings around the perimeter of the structure, and sealed as required to insure a watertight installation.
 - c. Air-Gas Vents: Air-gas vents shall be installed in the same locations as vents in the existing liner.

3.2 FIELD QUALITY CONTROL

- A. CQA Inspector shall not be a part of the installation program and shall not serve as a substitute for performing the duties or certification required of the Installer.
 - 1. CQA Inspectors responsibilities include, but are not limited to:
 - a. Inspection of the material and the handling and field installation of the geomembranes.
 - 1) Inspection of all seams, repairs and quality control test results.
 - b. All exceptions to material or installation shall be documented and furnished to the Owner's representative in writing within 48 HRS of discovery.
 - c. Inspection and Certification of EPDM geomembrane integrity.
- B. Destructive Seam Testing:
 - 1. Trial seams shall be made each day prior to production seaming.
 - a. Each seaming crew shall produce two trial seam samples for testing.
 - b. The trial seams shall be prepared in the area proposed for the day's production seaming.
 - c. Equipment, methods and personnel shall be the same as proposed for the day's seaming.
 - d. Each seaming crew and the materials they are using must be traceable and identifiable to their test seams.
 - e. The samples shall be numbered, dated, identified as to the personnel making the seam, and location made by appropriate notes on a print of the panel layout for the project.
 - f. Each completed field seam sample shall measure not less than 14 inches in width and 24 inches in length
 - 2. One of the two samples shall be tested at the site with observation by the CQA Inspector. Testing shall in accordance with ASTM D7272 except conditioning as described in ASTM D7272 is not required. Samples shall be allowed to cure for a minimum of one hour at ambient conditions prior testing.
 - a. To be acceptable, five (5) of five (5) replicate test specimens must meet specified seam strength requirements:
 - 1) Shear strength of 28 lb/in.
 - 2) Peel Adhesion of 8 lb/in
 - b. If the field tests fail to meet these requirements, the entire operation shall be repeated.

- c. If the additional test seams fail, the seaming apparatus or seamer shall not be accepted or used for seaming until the deficiencies are corrected and two (2) consecutive successful test seams are achieved.
 - 3. The second sample shall be sent to the Independent Testing Laboratory for testing in accordance with ASTM D7272.
- C. Nondestructive Seam Testing:
- 1. All field seams shall be nondestructively tested over their full length using the air lance test in accordance with ASTM D4437.
 - a. Seam testing shall be performed as the seaming work progresses, not at the completion of field seaming.
 - b. All testing shall be documented.
 - c. Any seams which fail shall be repaired and documented.

END OF SECTION

Exhibit A
Pricing Page
Apple Grove Hatchery Pond Replacement
Revision dated: 01/25/2017

Item	Description	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
1	SURVEYING (MAX. 5% TOTAL BID AMOUNT)	Lump Sum		1	
2	QUALITY CONTROL (MAX. 5% OF TOTAL BID AMOUNT)	Lump Sum		1	
3	MOB/DEMOB (MAX. 10% OF TOTAL BID AMOUNT)	Lump Sum		1	
4	GEOTEXTILE LINER PAD DEMOLITION	Square Foot		2,307,150	
5	LINER DEMOLITION	Square Foot		2,307,150	
6	LINER DISPOSAL	Ton		200	
7	GEOTEXTILE LINER PAD DISPOSAL	Ton		100	
8	REMOVE/CUT OFF EXISTING BATTEN ANCHOR BOLTS	Each		4,080	
9	REMOVE AND REINSTALL MAINTENANCE PLATFORMS	Each		34	
10	VEGETATION REMOVAL AT ANCHOR TRENCH (Top 6" of Soil)	Cubic Yard		352	
11	TOPSOIL PLACEMENT AT ANCHOR TRENCH	Cubic Yard		235	
12	IMPORTED FILL AT ANCHOR TRENCH	Cubic Yard		117	
13	LINER MATERIAL AND INSTALLATION	Square Foot		2,307,150	
14	GEOTEXTILE LINER PAD AND INSTALLATION	Square Foot		2,307,150	

Exhibit A
Pricing Page
Apple Grove Hatchery Pond Replacement
Revision dated: 01/25/2017

15	BATTENS	Linear Foot		1870	
16	SEDIMENT CONTROL WATTLES (PHASE 1 - NEW)	Linear Foot		19,150	
17	SEDIMENT CONTROL WATTLES (PHASE 2 - REUSED)	Linear Foot		10,000	
TOTAL BID AMOUNT:					

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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.

Environmental Construction
 Company
Matt Skisaw
 Authorized Signature
1/30/2017
 Date

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



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

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 275522

Doc Description: Addendum No.03; Apple Grove Fish Hatchery - Replacement Line

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-13	2017-02-02 13:30:00	CRFQ 0310 DNR1700000032	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

ENVIRONMENTAL CONSTRUCTION, INC.
P.O. BOX 705
SCOTT DEPOT, WV 25560
Ph 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

Matt Gibson

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.03 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page				

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response. Revised Exhibit A Dated: 0106/2017

DNR1700000032	Document Phase Final	Document Description Addendum No.03; Apple Grove Fish Hatchery - Replacement Line	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275522

Doc Description: Addendum No.02; Apple Grove Fish Hatchery - Replacement Line

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-06	2017-01-19 13:30:00	CRFQ 0310 DNR1700000032	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

ENVIRONMENTAL CONSTRUCTION, INC.
P.O. BOX 705
SCOTT DEPOT, WV 25560
Ph 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

Matt. J. Gibson

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page				

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response. Revised Exhibit A Dated: 0106/2017

DNR1700000032	Document Phase Final	Document Description Addendum No.02; Apple Grove Fish Hatchery - Replacement Line	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275522

Doc Description: Addendum No.03; Apple Grove Fish Hatchery - Replacement Line

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-13	2017-02-02 13:30:00	CRFQ 0310 DNR1700000032	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

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P.O. BOX 705
SCOTT DEPOT, WV 25560
Ph 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

Matthew Wilson

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION**Addendum**

Addendum No.03 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page	0.00000			

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response. Revised Exhibit A Dated: 0106/2017

SOLICITATION NUMBER: CRFQ 0313 DNR1700000032

Addendum Number:

No.03

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Bid Opening was scheduled for: 01/19/2017 at 1:30 PM. EST
now scheduled for: 02/02/2017 at 1:30 PM. EST.

No other Changes.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Environmental Construction
Company

Matt Wilson

Authorized Signature

1/30/2017

Date

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



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

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 275522

Doc Description: Addendum No.02; Apple Grove Fish Hatchery - Replacement Line

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-06	2017-01-19 13:30:00	CRFQ 0310 DNR1700000032	3

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

Vendor Name, Address and Telephone Number:

ENVIRONMENTAL CONSTRUCTION, INC.
P.O. BOX 705

SCOTT DEPOT, WV 25560

Ph 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN #

55-0759751

DATE

11/30/2017

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO:	SHIP TO:
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page				

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response. Revised Exhibit A Dated: 0106/2017

SOLICITATION NUMBER: CRFQ 0313 DNR1700000032

Addendum Number: No.02

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Pre- Bid Information and Clarifications.
2. Pre-Bid list
3. Revised Exhibit A Pricing Sheet (Excel version on the wvOASIS site for this solicitation).

No other Changes.

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

**WV Division of Natural Resources
State Park Section
Apple Grove Fish Hatchery
Replacement of EPDM Pool Liners
CRFQ 0310 DNR170000032**

The following is issued as Addendum No. 2 for the above-referenced project. This forms a part of the Contract Documents and modifies the original documents as noted below.

Pre-Bid Conference Information and Clarifications:

Attendees: See attached sign-in sheet(s).

All questions regarding this project must be submitted in writing to the Purchasing Division. Contact information is in the CRFQ Manual. Addenda will only be issued by the Purchasing Division.

The Pre-Bid Conference was held at Apple Grove Fish Hatchery's main office on January 4, 2017, at 10:30 AM. All items on the checklist were discussed. At the completion of the technical portion – lead by Terra McParland, of HDR, Inc. – all attendees walked to the construction area to inspect the site. The meeting was intended to provide a general introduction to the project and the site conditions. All attendees were instructed to submit specific questions to the Purchasing Division for a written response, per the RFQ's direction. Only responses included in formal Addenda shall be relied upon as requirements of the project. This includes discussion during the meeting or any dialogue with representatives of WV DNR Engineering, Park personnel, or the Design Team.

1. Recent changes have been made to the state purchasing "Instructions to Vendors" and "Terms and Conditions" related to bidding. Contractors should pay careful attention to these changes. Also noted: contractors should closely follow all instructions to bidders when filling out bid forms and providing supplemental information.
2. *Clarification on site access and use of the area:* Work hours and access to the site will be worked out/scheduled with Hatchery Management. Work areas are accessible by the Hatchery maintenance staff, and some areas/portions may be accessible by guests. Safe access must be maintained at all times. Safety and security of guests, staff personnel, and the building/contents must be maintained at all times.
3. *Clarification on Exhibit A – Pricing Page:* 'Exhibit A' – Pricing Page has been modified to include "any necessary regrading" with line item 12. Bidder should include estimates for any necessary grading, compaction, and/or any other prep to existing subgrade as required by the Project Specifications.
4. *Clarification on Exhibit A – Pricing Page:* Pricing Page Commodity Line 16 has been added to account for potential costs to be encountered should any existing subgrade be inadequate, missing, or otherwise needing to be replaced.
5. *Clarification on Project Manual for Construction - Earthwork – Quality Assurance & Submittals:* Contractor is responsible for hiring a third party geotechnical consultant to act as the Owner's representative onsite. This consultant/representative may or may not be the same consultant responsible for onsite Quality Assurance of Liner testing. Field test results shall be submitted by the third party CQA inspector to the Owner weekly.

6. *Clarification on Project Manual for Construction – EPDM Pond Liners - Submittals:* Non-destructive and destructive tests performed onsite in the field shall be submitted by the third party CQA Inspector to the Owner ~~weekly~~.
7. *Clarification on Erosion and Sediment Control:* Winning bidder will be responsible for properly implementing and maintaining all erosion and sediment control measures according to the Construction Stormwater Permit.
8. *Clarification on Contract Drawings:* On sheets C-02, C-03, and C-04 the following references to details shall be amended as follows:
 - Detail 2/C-04 should be replaced by a callout for Detail 2/C-06.
 - Detail 1/C-04 should be replaced by a callout for Detail 1/C-06.
9. The work area must be flagged, signed, etc. Vendor is responsible for all safety. Clean-up must be thorough. Vendor is responsible for managing/disposing of their own waste materials.
10. Be courteous of guests and staff. Coordinate any utility disruptions and any other disruptions with Park management. A minimum of 24-hour notice of any disruptions to power, communication, parking areas, etc. is required.
11. Vendor is responsible for protecting the building and its contents from moisture, dust, etc. entering the building due to this work. Any issues resulting from areas being unprotected will be the responsibility of the vendor.
12. Be cautious of utilities. Vendor is responsible for any damages created by this work. If utilities need to be disconnected, vendor is responsible for providing temporary provisions approved by DNR. Coordinate any disruptions with Park management.
13. Any licenses, permits, certifications, and warranties to be obtained will be the responsibility of the vendor.
14. Electricity and water will be available to the vendor for this work. Parking spaces can be used for vendor parking. Coordinate use of these with Hatchery Management.
15. During periods of construction, Management will keep the site closed to the public as possible.

ACKNOWLEDGEMENT:

The questions, answers, and comments detailed herein are part of the project documents for this project and are to be acknowledged on the bid form as ADDENDUM NUMBER 02.

This document is submitted this 6th day of January, 2017, by West Virginia Division of Natural Resources – Parks and Recreation Section for distribution by Purchasing.

End of Addendum

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNR 17*32 Date 01/04/2017 Park Apple Grove Fish Hatchery

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>WV DNR</u></p> <p>Firm Address: <u>324 4th Ave.</u> <u>South Charleston, WV 25303</u></p> <p>Representative Attending: <u>Don Bailey, III</u></p> <p>Phone Number: <u>(304) 558-2764</u></p> <p>Fax Number: <u>(304) 558-0077</u></p> <p>Email Address: <u>Donald.E.Bailey.III@wv.gov</u></p>	<p>Firm Name: <u>Carpenter Reclamation</u></p> <p>Firm Address: <u>P.O. Box 12015</u> <u>Charleston, WV 25360</u></p> <p>Representative Attending: <u>Randy Carpenter</u></p> <p>Phone Number: <u>304-542-3263</u> <u>304-984-1115</u></p> <p>Fax Number: <u>304-984-2770</u></p> <p>Email Address: <u>Rcarpen103@aol.com/thescarman101@gmail.com</u></p>
<p>Firm Name: <u>Environmental Construction</u></p> <p>Firm Address: <u>8074 Treys Valley Rd</u> <u>Scott Depot WV 25360</u></p> <p>Representative Attending: <u>Matt Gibson</u></p> <p>Phone Number: <u>304-645-5729</u></p> <p>Fax Number: <u>304-755-8280</u></p> <p>Email Address: <u>cc1@faster-supply.com</u></p>	<p>Firm Name: <u>National Lining Systems, Inc.</u></p> <p>Firm Address: <u>16970-3 San Carlos Blvd</u> <u>Suite 191</u> <u>Fort Myers, FL 33908</u></p> <p>Representative Attending: <u>Tom Thappravanh</u></p> <p>Phone Number: <u>281-221-8101</u></p> <p>Fax Number: <u>863-248-0851</u></p> <p>Email Address: <u>tomt@national-lining.com</u></p>
<p>Firm Name: <u>HEETER CONSTRUCTION, LLC</u></p> <p>Firm Address: <u>130 MEADOW RIDGE RD</u> <u>MT. MORRIS, PA. 15344</u></p> <p>Representative Attending: <u>MARTIN PARENTE</u></p> <p>Phone Number: <u>304-291-0175</u></p> <p>Fax Number: <u>304-296-1576</u></p> <p>Email Address: <u>MPARENTE@HEETERCONSTRUCTION.COM</u></p>	<p>Firm Name: <u>Environmental Fabrics Inc</u></p> <p>Firm Address: <u>85 Pesson Ct</u> <u>Gaston SC 29053</u></p> <p>Representative Attending: <u>Jason Taylor</u></p> <p>Phone Number: <u>803-397-6852</u></p> <p>Fax Number: <u>803-551-5701</u></p> <p>Email Address: <u>JTaylor@environmentalfabrics.com</u></p>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNR 17*32 Date 01/04/2017 Park Apple Grove Fish Hatchery

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>CENTEC Engineering</u> Firm Address: <u>PO Box 1552</u> <u>Beckley, WV 25802</u></p> <p>Representative Attending: <u>Joe Sulesky, Dan Cook</u> Phone Number: <u>(304) 894-6427</u> Fax Number: <u>(304) 929-2632</u> Email Address: <u>jsulesky@centec-engineering.com</u></p>	<p>Firm Name: <u>84 Lumber Company</u> Firm Address: <u>1019 Rt. 519</u> <u>Eighty Four, PA 15330</u></p> <p>Representative Attending: <u>Scott Bard</u> Phone Number: <u>724-228-8820 X:2039</u> Fax Number: <u>866-288-2911</u> Email Address: <u>bard.s@84lumber.com</u></p>
<p>Firm Name: <u>Ges-Synthetics, LLC</u> Firm Address: <u>2401 Pewaukee Rd</u> <u>Waukesha, WI 53066</u></p> <p>Representative Attending: <u>Matt Sondrol</u> Phone Number: <u>262-422-5286</u> Fax Number: <u>262-574-7961</u> Email Address: <u>Matt.S@ges-synthetics.com</u></p>	<p>Firm Name: <u>84 Lumber Co.</u> Firm Address: <u>1019 Rt 519</u> <u>Eighty-Four, PA 15330</u></p> <p>Representative Attending: <u>JOE CAMP</u> Phone Number: <u>606-682-5185</u> Fax Number: <u></u> Email Address: <u>CAMPJ@84lumber.com</u></p>
<p>Firm Name: <u>84 Lumber Co</u> Firm Address: <u>1019 Rt 519</u> <u>Eighty Four PA 15330</u></p> <p>Representative Attending: <u>Joe Combine</u> Phone Number: <u>(724) 456-6021</u> Fax Number: <u></u> Email Address: <u>Joe.Combine@84Lumber.biz</u></p>	<p>Firm Name: <u>Well Service Group</u> Firm Address: <u>190 Bilmur Dr</u> <u>Suite 300</u> <u>Pittsburgh PA 15205</u></p> <p>Representative Attending: <u>Joe Thayer</u> Phone Number: <u>330-340-6086</u> Fax Number: <u></u> Email Address: <u>jthayer@wellservicegroup.com</u></p>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNR 17#32 Date 01/04/2017 Park Apple Grove Fish Hatchery

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>Inland Tarp & Liner</u> Firm Address: <u>1600 N Main St</u> <u>Estancia, Oh. 44830</u></p> <p>Representative Attending: <u>James Nawrocki</u> Phone Number: <u>681-209-5043</u> Fax Number: <u>419-436-6007</u> Email Address: <u>Jamesn@inlandtarp.com</u></p>	<p>Firm Name: <u>Essroc</u> Firm Address: <u>7620 Kyle Lane</u> <u>Huntington, WV</u></p> <p>Representative Attending: <u>Joshua Arthur</u> Phone Number: <u>304-741-0093</u> Fax Number: _____ Email Address: <u>Joshua.Arthur@essroc.com</u></p>
<p>Firm Name: <u>Astech CORP</u> Firm Address: <u>3400 Falcon Dr</u> <u>Charleston WV 25312</u></p> <p>Representative Attending: <u>DENVER DAVIS</u> Phone Number: <u>304-342-0545</u> Fax Number: _____ Email Address: <u>Astech50@hotmail.com</u></p>	<p>Firm Name: <u>Danhill Construction Co.</u> Firm Address: <u>P.O. Box 685</u> <u>Boanoke Bridge, W.V. 25085</u></p> <p>Representative Attending: <u>CHRIS DOZIER</u> Phone Number: <u>304-632-1600 ext 5</u> Fax Number: <u>304-632-1501</u> Email Address: <u>CD024FL23@yahoo.com</u></p>
<p>Firm Name: <u>Cherry River Construction</u> Firm Address: <u>35 Legacy Ridge</u> <u>Red House, WV 25116</u></p> <p>Representative Attending: <u>Jack Tucker</u> Phone Number: <u>304-545-9568</u> Fax Number: <u>304-201-0772</u> Email Address: <u>jacktucker3905@gmail.com</u></p>	<p>Firm Name: _____ Firm Address: _____</p> <p>Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____</p>



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PE, LEED AP BD+C, ENV SP
Environmental Engineer
Project Manager

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Italcementi Group**

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Director of Operations

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geosynthetics | biogas

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15000 CLARK LANE
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Geosynthetics Installer

Matt Gibson
President

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WAUKESHA, WI 53188
www.geo-synthetics.com

MATT SONDRÖL
Construction Services Director

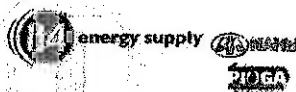
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SCOTT BARD
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GOVERNMENT SALES
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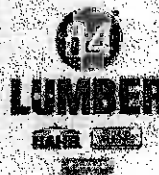
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Randy Carpenter
Supervisor

Office (304) 984-1115
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National Lining Systems, Inc.

Khamkhoun Thayravanh (Toul)
CONSTRUCTION MANAGER

16670 San Carlos Blvd., Suite 150 • Mkt 191 • Fort Myers, FL 33908
Phone: 863-248-0650 • Cell: 281-221-8101 • ToulT@NationalLiningSystems.com

Astech Corporation

Asbestos Abatement
Lead Removal

Mold Remediation
Contaminated Soils

U.S.T. Removals
Demolition

3400 Falcon Drive
Charleston, West Virginia 25312

DENVER DAVIS
President

(304) 342-0546
Mobile: (304) 549-5050
Email: astech50@hotmail.com

Exhibit A
Pricing Page
Apple Grove Hatchery Pond Replacement

Revised: 01/06/2017

Item	Description	Unit of Measure	Unit Cost	Estimated Quantity	Extended Cost
1	SURVEYING (MAX. 5% TOTAL BID AMOUNT)	Lump Sum		1	
2	QUALITY CONTROL (MAX. 5% OF TOTAL BID AMOUNT)	Lump Sum		1	
3	MOB/DEMOB (MAX. 10% OF TOTAL BID AMOUNT)	Lump Sum		1	
4	GEOTEXTILE LINER PAD DEMOLITION	Square Foot		2,307,150	
5	LINER DEMOLITION	Square Foot		2,307,150	
6	LINER DISPOSAL	Ton		200	
7	GEOTEXTILE LINER PAD DISPOSAL	Ton		100	
8	REMOVE/CUT OFF EXISTING BATTEN ANCHOR BOLTS	Each		4,080	
9	REMOVE AND REINSTALL MAINTENANCE PLATFORMS	Each		34	
10	VEGETATION REMOVAL/REPLACEMENT AT ANCHOR TRENCH (Top 6" of Soil)	Cubic Yard		1,125	
11	LINER MATERIAL AND INSTALLATION	Square Foot		2,307,150	
12	GEOTEXTILE LINER PAD AND INSTALLATION PLUS ANY NECESSARY REGRADING	Square Foot		2,307,150	
13	BATTENS	Linear Foot		1870	
14	SEDIMENT CONTROL WATTLES (PHASE 1 - NEW)	Linear Foot		19,150	
15	SEDIMENT CONTROL WATTLES (PHASE 2 - REUSED)	Linear Foot		10,000	

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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.

Environmental Construction

Company

Matt Shanon

Authorized Signature

1/30/2017

Date

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

Revised 6/8/2012



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275522

Doc Description: Addendum No.01 Apple Grove Fish Hatchery - Replacement Liner

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-09	2017-01-19 13:30:00	CRFQ 0310 DNR1700000032	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

Matthew Wilson

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page	0.00000			

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response.

SOLICITATION NUMBER: CRFQ 0313 DNR1700000032

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Mandatory Pre-Bid meeting was not checked but was filled out. Date for Mandatory Pre-Bid is January 4th, 2017 at 10:30 AM. EST as attached.

No other Changes.

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

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:

Apple Grove Fish Hatchery
743 Hatchery Lane
Gallipolis Ferry, Mason County, WV. 25515
January 4th, 2017 at 10:30 AM. EST.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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.

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(Check the box next to each addendum received)

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<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
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Environmental Construction
 Company
Matt H. Brown
 Authorized Signature
1/30/2017
 Date

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



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275522

Doc Description: Addendum No.01 Apple Grove Fish Hatchery - Replacement Liner

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-09	2017-01-19 13:30:00	CRFQ 0310 DNR1700000032	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON
US

WV 25305

VENDOR

Vendor Name, Address and Telephone Number:

ENVIRONMENTAL CONSTRUCTION, INC.
P.O. BOX 705
SCOTT DEPOT, WV 25560
Ph 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

Matthew Wilson

FEIN #

55-0759751

DATE

1/30/2017

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

ADDITIONAL INFORMATION:**Addendum**

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency The West Virginia Division of Natural Resources to establish a one-time construction contract for Replacement of Pond Liners at the Apple Grove State Fish Hatchery, Gallipolis Ferry, WV per the bid requirements, specifications, and terms and conditions that are apart of the solicitation and attached hereto.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	DIVISION OF NATURAL RESOURCES APPLE GROVE HATCHERY 743 HATCHERY LN GALLIPOLIS FERRY WV 25515 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Apple Grove Fish Pond Liner per Exhibit A Pricing Page				

Comm Code	Manufacturer	Specification	Model #
70101802			

Extended Description :

Vendor MUST complete Exhibit A Pricing Page and attach to submitted bid response.

DNR1700000032	Document Phase Final	Document Description Addendum No.01 Apple Grove Fish Hatchery - Replacement Liner	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275522

Doc Description: Apple Grove Fish Hatchery - Replacement of EPDM Pool Liners

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-08	2017-01-19 13:30:00	CRFQ 0310 DNR1700000032	1

RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

ENVIRONMENTAL CONSTRUCTION, INC.

P.O. BOX 705

SCOTT DEPOT, WV 25560

Ph 304-545-5729

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet

(304) 558-2596

guy.l.nisbet@wv.gov

Signature X

Matthew Nisbet

FEIN #

55-0759751

DATE

1/30/2017

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ADDITIONAL INFORMATION:

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DNR1700000032	Document Phase Final	Document Description Apple Grove Fish Hatchery - Replacement of EPDM Pool Liners	Page 3 of 3
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