



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

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1084955


Procurement Type: Central Purchase Order

Vendor ID: 000000206725 

Legal Name: CARPENTER RECLAMATION INC

Alias/DBA:

Total Bid: \$677,777.00

Response Date: 09/01/2022 

Response Time: 11:31

Responded By User ID: rcarpen103 

First Name: Kelley

Last Name: Carpenter

Email: rcarpen103@aol.com

Phone: 304-984-1115

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR23000000004

Published Date: 8/25/22

Close Date: 9/1/22

Close Time: 13:30

Status: Closed

Solicitation Description: WV DEPARTMENT OF AGRICULTURE- GUTHRIE SITE   


Total of Header Attachments: 3

Total of All Attachments: 3



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1084955  
**Solicitation Description:** WV DEPARTMENT OF AGRICULTURE- GUTHRIE SITE IMPROVEMENTS  
**Proc Type:** Central Purchase Order

| Solicitation Closes | Solicitation Response        | Version |
|---------------------|------------------------------|---------|
| 2022-09-01 13:30    | SR 1400 ESR09012200000001104 | 1       |

**VENDOR**  
000000206725  
CARPENTER RECLAMATION INC

**Solicitation Number:** CRFQ 1400 AGR2300000004  
**Total Bid:** 677777  
**Response Date:** 2022-09-01  
**Response Time:** 11:31:35  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

|                    |              |             |
|--------------------|--------------|-------------|
| <b>Vendor</b>      |              |             |
| <b>Signature X</b> | <b>FEIN#</b> | <b>DATE</b> |

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

| Line | Comm Ln Desc                   | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------|-----|------------|------------|-----------------------------|
| 1    | WVDA Guthrie Site Improvements |     |            |            | 677777.00                   |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72153700  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**

Pricing to be included on attached Bid Form 004100



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carpenter Reclamation, Inc  
of PO Box 13015 Sissonville, WV 25360, as Principal, and The Cincinnati Insurance Company  
of PO Box 145496, Cincinnati OH 45014-5141 a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) 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  
AGR2300000004, Guthrie Site Improvements  
according to plans and specifications.

**NOW THEREFORE,**

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
1st day of September, 2022.

Principal Corporate Seal

Carpenter Reclamation

(Name of Principal)

By Kelley Carpenter  
Kelley Carpenter (Must be President or  
Vice President)

President

(Title)

Surety Corporate Seal

The Cincinnati Insurance Company  
(Name of Surety)

Taylor R. Johnson Attorney-in-Fact

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



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Ross E. Johnson; Taylor R. Johnson; Bradley P. Bobersky; Patrick B. Kee; Sheila M. Midkiff and/or Brady A. Campbell

of Charleston, West Virginia

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8<sup>th</sup> day of March, 2017.



STATE OF OHIO  
COUNTY OF BUTLER

) ss:  
)

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Johnson*

Vice President

On this 8<sup>th</sup> day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

15<sup>th</sup>

day of September 2022



BN-1005 (3/17)

*Steven D. Dan*

Secretary



# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

**Number:** WV007728

**Classification:**  
GENERAL ENGINEERING

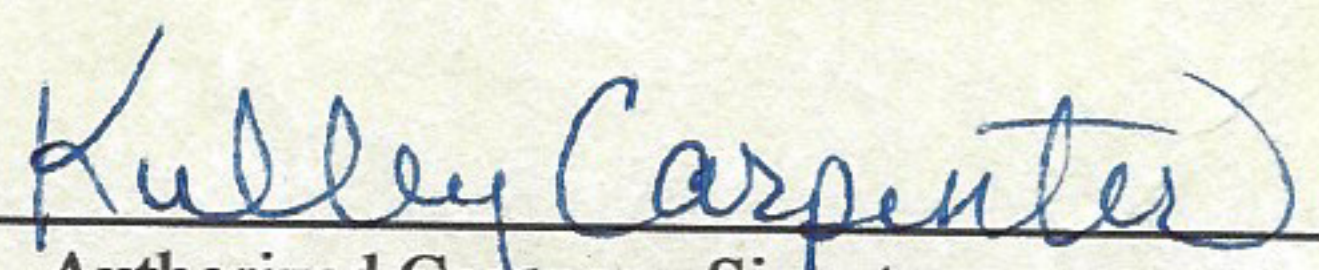
CARPENTER RECLAMATION INC  
DBA CARPENTER RECLAMATION INC  
PO BOX 13015  
CHARLESTON, WV 25360-0015

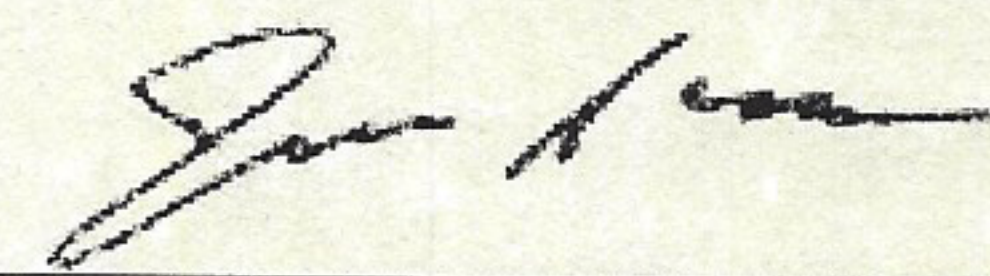
**Date Issued**

OCTOBER 14, 2021

**Expiration Date**

OCTOBER 14, 2022

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



**SECTION 004100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. WV Department of Agriculture (Owner)  
1900 Kanawha Blvd East  
Charleston, West Virginia 25305

**1.02 FOR:**

- A. Project: WVDA Guthrie Site Improvements  
B. Owner's Project Number: 2216043  
217 Gus R. Douglass Lane  
Charleston, West Virginia 25305

**1.03 DATE: 9-1-22 (BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name Carpenter Reclamation, Inc.  
1. Address PO Box 13015  
2. City, State, Zip Charleston, WV 25360

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: Six Hundred Seventy Seven Thousand, Seven Hundred Seventy Seven dollars  
(\$ 677,777.00), in lawful money of the United States of America.
- C. Alternate No. 1, Deduct Asphalt Milling work: Nineteen Thousand Five Hundred dollars  
(\$ 19,500.00), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of West Virginia taxes are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Commence work within seven days after written Notice to Proceed of this bid.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:
- B. Complete the Paving Work on or before November 4, 2022.
- C. Bidder initial as acceptance of schedule KSC

**1.08 UNIT PRICES**

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- C. 307001-000 Aggregate Base Course Class 1 CY \$180.00/CY
- D. 401001-020 Marshall HMA Base Course, Type 2, Tons \$240.00/Ton



- E. 401002-020 - Marshall HMA Wearing Course, Type 1, Tons \$ 250.00/Ton
- F. Sched 40 PVC, 10 ft. sections, 1 in \$ 500.00/EACH
- G. Sched 40 PVC, 10 ft. sections, 3 in \$ 600.00 / Each
- H. Sched 40 PVC, 10 ft. sections, 4 in \$ 700.00 / Each
- I. Quazite PG2424AB24, 24X24X24 \$ 2,000.00 / Each
- J. CHR-1, Car Charger \$ 12,000.00 / Each

#### 1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- 1. Addendum # 1 Dated 8-25-22
- 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

#### 1.10 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

- 1. AIA Document G705 - List of Proposed Subcontractors
- 2. Affidavit of Non-Collusion
- 3. WV Contractor's License

- B. We agree to submit the following Supplements to Bid Forms within 7 days after submission of this bid for additional bid information:

- 1. Proof of Liability Insurance naming Owner as additional insured
- 2. Proof of WV Workers' Compensation
- 3. Preliminary Schedule
- 4. AIA Document G703 Schedule of Values

#### 1.11 BID FORM SIGNATURE(S)

- A. Carpenter Reclamation, Inc.
- B. (Bidder - print the full name of your firm)
- C. Kelley Carpenter - President
- D. (Authorized signing officer, Title)

END OF SECTION



# AIA® Document G705™ – 2001

## List of Subcontractors

**PROJECT:** (Name and address)

WVDA - Guthrie Agricultural Center Site Improvements  
217 Gus R. Douglass Lane  
Charleston, WV 25305

DATE: 9-1-22

**TO ARCHITECT:** (Name and address)

Pickering Associates  
11283 Emerson Avenue  
Parkersburg, WV 26104

ARCHITECT'S PROJECT NUMBER:  
2206043

**FROM CONTRACTOR:** (Name and address)

Carpenter Reclamation  
PO Box 13015  
Charleston WV 25360

CONTRACTOR'S PROJECT NUMBER:

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

**Work/Firm Name**

WV Paving

**Address/Phone**

2950 Charks Ave.  
Dunbar, WV 25064  
304-768-9733

**Superintendent**

Benjamin Bragg



**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.

(Name, Title) Kelley Carpenter - President  
(Printed Name and Title) Kelley Carpenter - President  
(Address) PO Box 13015 Charleston WV 25360  
(Phone Number) / (Fax Number) 304 984-1115 304 984-2770  
(email address) rcarpen103@aol.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Carpenter Reclamation, Inc.

(Company)

Kelley Carpenter - President  
(Authorized Signature) (Representative Name, Title)  
Kelley Carpenter - President 9-1-22  
(Printed Name and Title of Authorized Representative) (Date)  
304 784-1115 304 984-2770  
(Phone Number) (Fax Number)  
rcarpen103@aol.com  
(Email Address)



**REQUEST FOR QUOTATION**  
**CRFQ AGR2300000004**  
**Guthrie Site Improvements**

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**15. MISCELLANEOUS:**

- 15.1. 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: Randy Carpenter

Telephone Number: 304 741-5269

Fax Number: 304 984-2770

Email Address: rcarpen103@aol.com

- 15.2. Owner's Representative:** Owner's representative for notice purposes is

Name: Randy Carpenter

Telephone Number: 304 741-5269

Fax Number: 304 984-2770

Email Address: rcarpen103@aol.com

- 16. Initial Decision Maker:** Pickering Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.



## AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER.  
IF THE BID IS MADE BY A CORPORATION, THEN BY THE  
PROPERLY AUTHORIZED AGENT

State of WV, County of Kanawha  
Kelley Carpenter

(Name of Authorized Individual Making Bid)

being duly sworn does depose and say that Carpenter Reclamation, Inc.  
(Give Name of Bidder or Bidders)

Kelley Carpenter PO Box 13015 Charleston, WV 25360  
(Business Address)

is the only person interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without Collusion or fraud; and also that no member of, head of any department or Bureau, or employee therein, or any Officer of the West Virginia Department of Agriculture, is directly or indirectly interested therein.

Kelley Carpenter  
(Signature of Authorized Individual Making Bid)

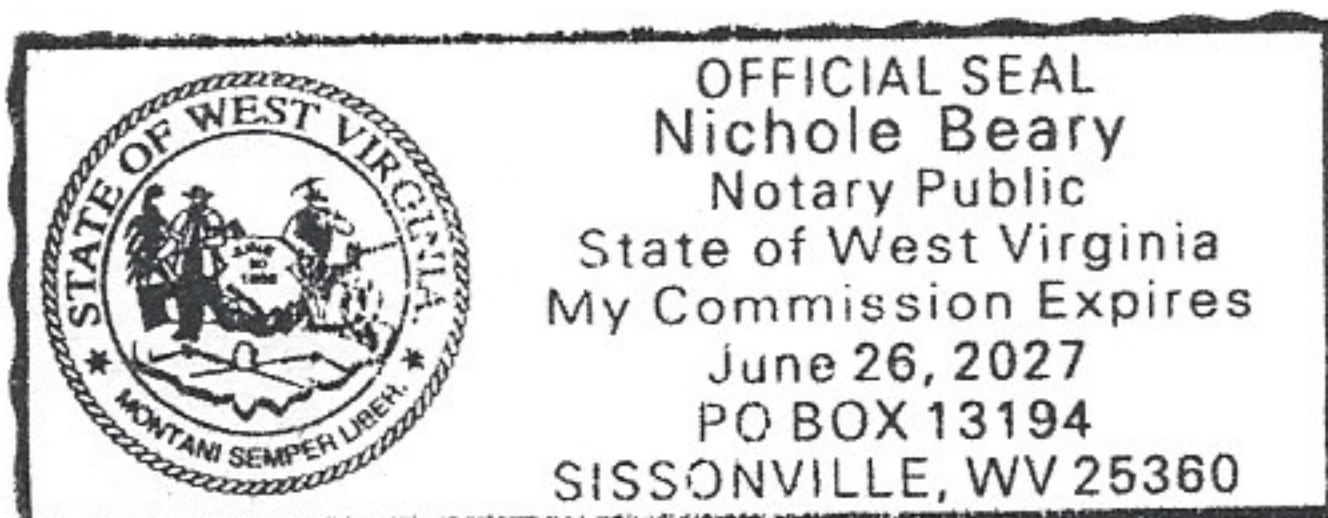
State of WV  
County of Kanawha

Sworn to before me, a notary public, by Nichole Beary on  
1st day of September 2022.

Nichole Beary  
Notary Public

My Commission Expires:

June 26, 2027





State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**Contract Number: 2216043Contract Purpose: Site ImprovementsAgency Requesting Work: WV Dept of Agriculture

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided; DDTA Services
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; Physical Exams
- ☒ Average number of employees in connection with the construction on the public improvement; 8
- ☒ 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. A. 0 Negative 0 Positive (No New Hires) B. 0 C. 0 and 8 - Negatives

**Vendor Contact Information:**Vendor Name: Carpenter Reclamation, Inc.Vendor Address: PO Box 13015  
Charleston, WV 25360Vendor Telephone: 304-984-1115Vendor Fax: 304-984-2770Vendor E-Mail: rcarpen103@aol.com





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

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

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

maintains a 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: Kelley Carpenter

Signature: Kelley Carpenter

Title: President

Company Name: Carpenter Reclamation, Inc.

Date: 9-1-2022

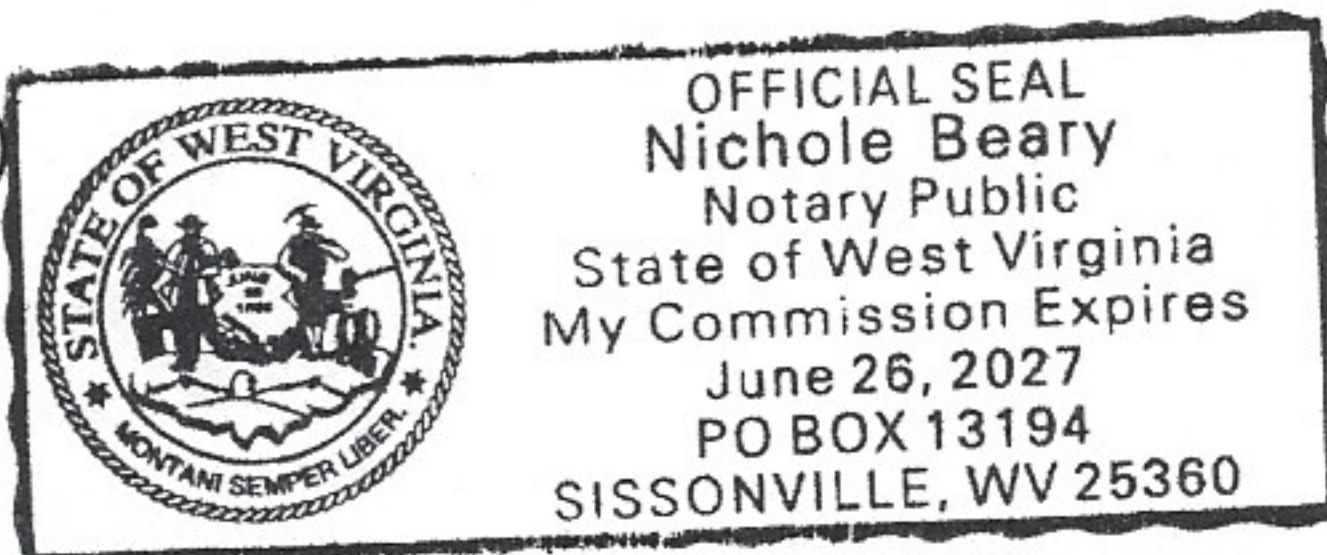
STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 1 day of September, 2022.

By Commission expires 6-26-2027

(Seal)



Nichole Beary  
 (Notary Public)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AGR2300000004**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Carpenter Reclamation, Inc.

Company

Kelley Carpenter

Authorized Signature

9-1-22

Date

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

Revised 6/8/2012



## PROCUREMENT AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Carpenter Reclamation, Inc.

Authorized Signature: Kulley Carpenter Date: 9-1-22

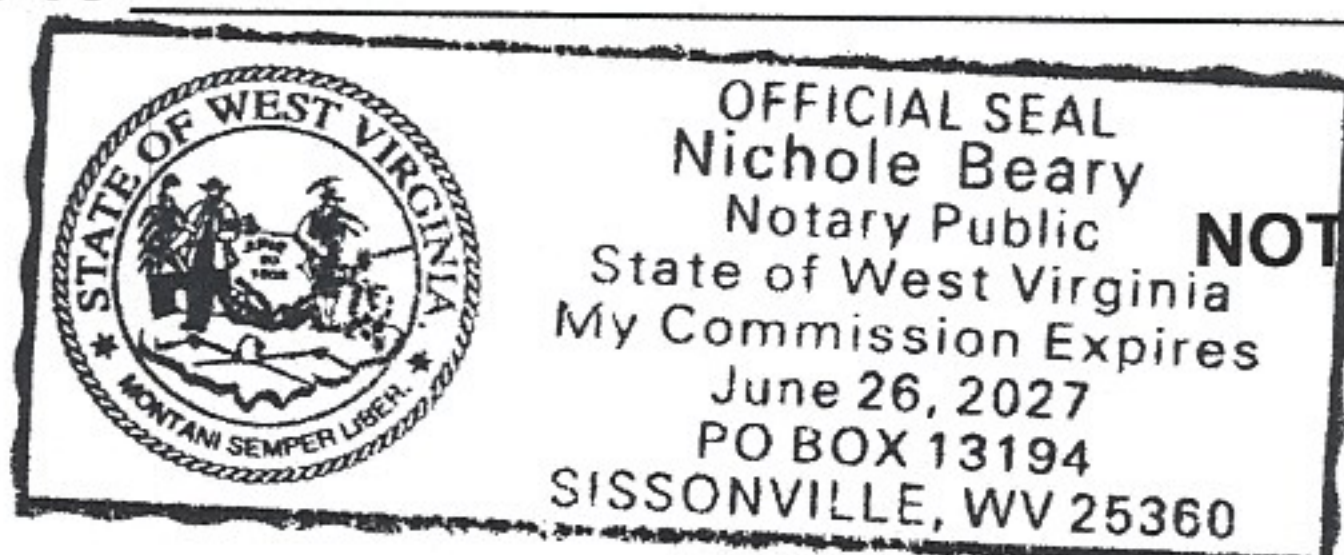
State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1 day of September, 20 22

My Commission expires June 26, 2022 June 26, 2027, 20 27.

AFFIX SEAL HERE



NOTARY PUBLIC

Nichole Beary

Procurement Affidavit (Revised 08/11/2017)