



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 1

[List View](#)

General Information

Procurement Folder: 1278455

Procurement Type: Central Purchase Order

Vendor ID: VS0000031616

Legal Name: THE DIRT DOCTOR INC

Alias/DBA:

Total Bid: \$839,279.70

Response Date: 09/12/2023

Response Time: 13:13

Responded By User ID: Dirtdoctor2

First Name: Charles

Last Name: Lewis

Email: clewis@thedirtdoctor.com

Phone: 3049188085

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2400000004

Published Date: 9/5/23

Close Date: 9/12/23

Close Time: 13:30

Status: Closed

Solicitation Description: Construction: Camp Dawson South Gate Road Slip Stabilization

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1278455
Solicitation Description: Construction: Camp Dawson South Gate Road Slip Stabilization
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-09-12 13:30	SR 0603 ESR09122300000001348	1

VENDOR
VS0000031616
THE DIRT DOCTOR INC

Solicitation Number: CRFQ 0603 ADJ2400000004
Total Bid: 839279.6999999999534338712692 **Response Date:** 2023-09-12 **Response Time:** 13:13:07
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BASE BID- Camp Dawson South Gate Road Slip				465124.40

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

See attached Pricing Page, Bid Form
 Contract Item #1- BASE BID- Labor & materials per the construction documents

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Alternate #1- Repair and Stabilize additional 0.15 acres				374155.30

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

See attached Pricing Page, Bid Form
 Contract Item#2- Alternate #1- To repair and stabilize an additional 0.15 acres at the site per the contract documents.



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

State of West Virginia
Centralized Request for Quote

Proc Folder: 1278455

Doc Description: Construction: Camp Dawson South Gate Road Slip Stabilization

Reason for Modification:

Addendum No. 1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-05	2023-09-12 13:30	CRFQ 0603 ADJ2400000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000031616

Vendor Name : The Dirt Doctor, Inc.

Address : 6341

Street : Talbott Rd

City : Belington

State : WV

Country : US

Zip : 26250

Principal Contact : Joseph Williams

Vendor Contact Phone: 304-614-8887

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN# 83-1100326

DATE 09/12/2023

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

ADDITIONAL INFORMATION
Addendum No. 1 -
1. Provide copies of pre-bid sign-in sheets from mandatory pre-bid meeting held on 08/24/2023.
2. To provide a clarification to the specifications - see attached pages.
3. To move the bid opening date from 09/06/2023 to 09/12/2023. The bid opening time remains at 1:30 pm.
No other changes.

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV US	CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD KINGWOOD WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID- Camp Dawson South Gate Road Slip				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See attached Pricing Page, Bid Form

Contract Item #1- BASE BID- Labor & materials per the construction documents

INVOICE TO				SHIP TO			
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR				CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD			
CHARLESTON		WV		KINGWOOD		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1- Repair and Stabilize additional 0.15 acres				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See attached Pricing Page, Bid Form

Contract Item#2- Alternate #1- To repair and stabilize an additional 0.15 acres at the site per the contract documents.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2023-08-24
2	Vendor Technical Questions Due By Noon est.	2023-08-30

	Document Phase	Document Description	Page 4
ADJ2400000004	Draft	Construction: Camp Dawson South Gate Road Slip Stabilization	

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

Camp Dawson Training Site- Building 301-Post Engineering
240 Army Road, Kingwood, WV 26537
August 24, 2023 at 10:30am

See General Construction Specifications for additional information
regarding site visits.

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: August 30, 2023, at Noon Est.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: David.H.Pauline@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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: September 6, 2023, 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 passwords or remove access restrictions to allow the Purchasing Division to print or 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.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ West Virginia Contractor's License

☐☐☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ ***Please make Insurance Certificate Holder to Read***
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

☐☐☐

9. WORKERS' COMPENSATION INSURANCE: 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.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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, included in the Contract, 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.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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

2. BONDS: The following bonds must be submitted:

- a. BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- b. PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- c. 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- d. MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

3.1. 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.

4. 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.

5. 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. 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.

8. 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 Workforce West Virginia 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, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia 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 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 this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☒ The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. 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. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must 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. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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. 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: The Dirt Doctor, Inc.

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Coastal Drilling East, LLC	

Attach additional pages if necessary

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.

(Printed Name and Title) Joseph Williams, President

(Address) 6341 Talbott Rd, Belington, WV 26250

(Phone Number) / (Fax Number) 304-614-8887

(Email address) admin@thedirtdoctor.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

The Dirt Doctor, Inc

(Company) 

(Signature of Authorized Representative)

Joseph Williams, President 09/12/2023

(Printed Name and Title of Authorized Representative) (Date)

304-614-8887

(Phone Number) (Fax Number)

admin@thedirtdoctor.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ ADJ24*04
Camp Dawson South Gate Road Slip Stabilization (Construction)

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, Construction & Facilities Management Office, to establish a contract for the one-time purchase of all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and full completion of Camp Dawson South Gate Road Slip Stabilization (Construction), for Camp Dawson, located near Kingwood, WV. CTL Engineering of West Virginia, Inc., is serving as the Engineer on this project. This definition of scope is provided only to indicate the very general nature of the work that is more fully defined in the Drawings, Specifications and Project Plans.

Please follow the guidelines below regarding the meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CRFQ.

- 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 materials, labor, tools, taxes, transportation and expendable equipment necessary to complete Camp Dawson South Gate Road Slip Stabilization (Construction), as more fully described in these specifications and the Drawings/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.

REQUEST FOR QUOTATION – CRFQ ADJ24*04
Camp Dawson South Gate Road Slip Stabilization (Construction)

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 “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 at least 5 (five) 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.

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. This contract has **One (1)** alternate.

6. SELECTION OF ALTERNATES: Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order. This contract has **One (1)** alternate.

REQUEST FOR QUOTATION – CRFQ ADJ24*04
Camp Dawson South Gate Road Slip Stabilization (Construction)

7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold **10%** from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by a date to be determined based on the notice to proceed and final completion by a date to be determined based on the notice to proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

11. **LIQUIDATED DAMAGES:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after 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.

12. **PROJECT PLANS:** Copies of the project plans can be obtained on the WV Oasis website.

13. **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.

14. **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 – CRFQ ADJ24*04
Camp Dawson South Gate Road Slip Stabilization (Construction)

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

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: Joseph Williams

Telephone Number: 304-614-8887

Fax Number: _____

Email Address: admin@thedirtdoctor.com

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

Name: Bob Grimm

Telephone Number: 304-791-4959

Email Address: robert.c.grimm11.nfg@army.mil

- 16. Initial Decision Maker:** CTL Engineering of West Virginia, Inc., the Engineer, shall serve as the Initial Decision Maker in matters relating to this contract.

CAMP DAWSON SOUTH GATE ROAD SLIP STABILIZATION DESIGN

KINGWOOD, PRESTON COUNTY, WEST VIRGINIA

OWNER/DEVELOPER:

WEST VIRGINIA ARMY NATIONAL GUARD
CONTACT PERSON: JONATHAN L. NEAL
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311

ENGINEER:



CTL ENGINEERING OF WEST VIRGINIA, INC.

Morgantown Office
1091 Chaplin Road
Morgantown, WV 26501
Phone: 304/292-1135
Fax: 304/296-9302

Corporate Office
2860 Fisher Road
Columbus, OH 43204
Phone: 614/276-8123
Fax: 614/276-6377

TESTING & CONSTRUCTION OBSERVATION * LABORATORY * ENVIRONMENTAL * MINING *
* GEOTECHNICAL * CIVIL & SITE PLANNING * SURVEYING & MAPPING *

GENERAL NOTES:

1. TOTAL CONSTRUCTION ACREAGE = APPROX. 0.31 AC.
2. ALL UTILITIES IN AREAS OF CONSTRUCTION TO BE FIELD-LOCATED AND VERIFIED PRIOR TO BEGINNING CONSTRUCTION.
3. EROSION CONTROL MEASURES ARE TO BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

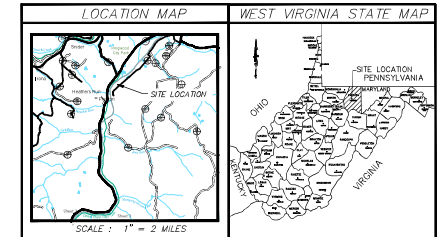


WEST VIRGINIA MISS UTILITY
1-800-245-4848

THE LOCATION OF ALL UTILITIES (ABOVE OR BELOW GROUND) SHOWN ON THIS DRAWING ARE APPROXIMATE & WERE OBTAINED FROM OBSERVATIONS AT THE SITE AND/OR FROM THE UTILITY OWNERS. CTL ENGINEERING OF WV, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE CORRECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE LOCATIONS OF EXISTING UTILITIES (ABOVE OR BELOW GROUND) & TO NOTIFY THE RESPECTIVE UTILITY OWNERS BEFORE BEGINNING ANY CONSTRUCTION.

BASE BID
(100% SUBMITTAL)

DATE: JANUARY 31, 2023



ESTIMATE OF QUANTITY				
ITEM NO.	ALT.	ITEM/DESCRIPTION	UNITS	QUANTITY
201001-000		CLEARING AND GRUBBING	AC	0.3
204001-000		MOBILIZATION	LS	1
207001-001		UNCLASSIFIED EXCAVATION	CY	306.7
211002-000		ROCK BORROW EXCAVATION	CY	151.3
229001-000		SHOULDER AND DITCH	MI	0.08
606025-004		6 INCH UNDERDRAIN PIPE	LF	207
606030-001		6 INCH OUTLET PIPE	LF	3
606020-001		AGGREGATE FILLED FABRIC UNDERDRAIN	LF	186
607001-001		TYPE 1 GUARDRAIL, CLASS 1, 31 INCH HEIGHT	LF	197
607010-020		GUARDRAIL REMOVAL	LF	57
614001-220		PIILING WALL	LF	802.3
614003-001		CONCRETE LAGGING, THICKNESS 6 INCH	SF	744
636011-001		TRAFFIC CONTROL DEVICE (ROAD CLOSED)	UN	360
601002-001		CLASS B CONCRETE (WALL FOOTING ABOVE PILE CONCRETE LINE)	CY	39.7
652003-001		SEED MIXTURES, TYPE B	LB	11
652004-001		STRAW OR HAY MULCH	TN	0.206
369001-001		CONSTRUCTION LAYOUT STAKE	LS	1
642012-001		SILT FENCE	LF	218
307005-001	AA1	AGGREGATE BASE COURSE STONE OR GRAVEL, CLASS 1	TN	135

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PLAN AND PROFILE	4
PLAN	5
DRILLED PILE SUMMARY	6
DETAILS	7
BORING LOGS	8



SEAL/SIGNATURE: [Signature]
DATE: 1/31/23

DRAWN BY
HC

CHECKED BY
JG

TITLE SHEET

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR

1
8

CONTRACT SPECIFICATIONS

THE 2017 EDITION AND THE 2022 SUPPLEMENTAL SPECIFICATIONS OF THE STANDARD SPECIFICATIONS ROAD AND BRIDGES AS PUBLISHED BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SHALL GOVERN ALL ASPECTS OF THE CONTRACT WORK. THE CONTRACTOR SHOULD BE FAMILIAR WITH THESE SPECIFICATIONS AND THEIR PROCEDURAL REQUIREMENTS.

STANDARD DETAILS

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS STANDARD DETAILS BOOK, VOLUME 1, DATED MAY 2016 & VOLUME II, DATED JANUARY 1, 2019 SHALL APPLY TO THIS PROJECT. STANDARD DETAILS DRAWINGS CAN BE FOUND AT
HTTP://WWW.TRANSPORTATION.WV.GOV/HIGHWAYS/ENGINEERING/PAGES/DETAILS.ASPX
HTTP://WWW.TRANSPORTATION.WV.GOV/HIGHWAYS/ENGINEERING/PAGES/PUBLICATIONS.ASPX

GEOTECHNICAL INFORMATION

GEOTECHNICAL INFORMATION IS PROVIDED IN THESE PLANS AND SHALL BE CONSIDERED AS A PART OF THE CONTRACT DOCUMENTS. THE INFORMATION PRESENTED IS BASED IN PART ON SMALL DIAMETER TEST BORINGS AND SHOULD BE CONSIDERED AS APPROXIMATE.

COORDINATES

COORDINATES SHOWN ON THESE PLANS ARE BASED ON WEST VIRGINIA NORTH ZONE PLANE COORDINATES 1983.

ELEVATIONS

ALL ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1988.

BENCH MARKS

THE CONTRACTOR SHALL HOLD BENCH MARK LOCATIONS THROUGHOUT THE LIFE OF THE PROJECT. IN THE EVENT THAT A BENCH MARK IS DISTURBED, THE CONTRACTOR WILL RELOCATE OR REESTABLISH THE BENCH MARKS. NO ADDITIONAL PAYMENT SHALL BE MADE FOR RELOCATING OR REESTABLISHING BENCH MARKS.

VERIFICATION OF DIMENSIONS

THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLAN AND ELEVATION DIMENSIONS PRIOR TO ORDERING MATERIALS FOR THE CONSTRUCTION OF THE VARIOUS BID ITEMS ON THIS PROJECT.

WV811 CALL

THE CONTRACTOR IS RESPONSIBLE FOR CALLING THE MISS UTILITY OF WEST VIRGINIA (WV811), AT LEAST TWO BUSINESS DAYS BEFORE DIGGING. THE TOLL-FREE NUMBER IS 800-245-4848 OR 811.

UTILITIES

UTILITIES SHALL BE IN ACCORDANCE WITH SECTION 107.17, CONTRACTOR RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES OR ANY OTHER APPLICABLE SECTION OF SECTION 107.

UTILITY LINES

THE CONTRACTOR SHALL CONTACT WV 811 AND SHALL NOTIFY ALL APPLICABLE NON-WV 811 PARTICIPATING UTILITIES PRIOR TO BEGINNING EXCAVATION, SUPPORT DRIVING, OR CONDUIT JACKING ACTIVITIES. THE CONTRACTOR SHALL HAND DIG TO LOCATE LINES OR OPEN CUT IN AREAS OF POSSIBLE CONFLICT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR LOCATING AND VERIFYING WVDOT DIVISION OWNED UNDERGROUND CONDUIT TO AVOID CONFLICT OR DAMAGE. ALL SUCH WORK SHALL BE INCIDENTAL TO THE CONTRACT BID ITEMS. ALL COSTS ASSOCIATED WITH ANY DISRUPTION OF SERVICES AS A RESULT OF THE CONTRACTOR'S ACTIVITIES SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.

IN THE EVENT OF DAMAGE OR DISRUPTION TO UTILITIES WHICH ARE ACTIVE AND ARE TO REMAIN IN SERVICE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RESPONSIBLE OFFICIAL OF THE ORGANIZATION OPERATING THE UTILITY THAT IS INTERRUPTED. THE CONTRACTOR SHALL ASSUME ALL COSTS, CHARGES OR CLAIMS CONNECTED WITH THE INTERRUPTION AND REPAIR OF ANY UTILITY DAMAGED BY THE CONTRACTOR.

CONSTRUCTION LIMITS

ALL PHYSICAL WORK SHALL BE COMPLETED WITHIN THE PHYSICAL LIMITS OF CONSTRUCTION (LOC) AS DESCRIBED BY DESIGNATED LINES DRAWN ON THE PLANS. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

ITEM 652 – FERTILIZING, SEEDING, AND MULCHING

ALL DISTURBED SOIL AREAS SHALL BE SEEDED, MULCHED, AND FERTILIZED. MATERIALS AND WORK SHALL BE AS SPECIFIED IN THE SECTIONS 642 AND 652 OF THE STANDARD SPECIFICATIONS. TESTING WILL NOT BE REQUIRED ON THOSE ITEMS WHEN PURCHASED FROM A REPUTABLE DEALER.

ITEM 201 – CLEARING AND GRUBBING

CONTRACTORS SHOULD INSPECT THE AREAS WHERE THE RETAINING WALL IS TO BE CONSTRUCTED. SPECIFIC TREES TO BE REMOVED HAVE NOT BEEN DENOTED ON THESE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE SCOPE OF WORK REQUIRED TO CLEAR THE AREAS NEEDED TO CONSTRUCT THE VARIOUS ELEMENTS OF THIS PROJECT.

ITEM 207 – UNCLASSIFIED EXCAVATION

THIS WORK SHALL CONSIST OF EXCAVATION FOR THE ROADWAY AND CHANNEL CHANGES INCLUDING THE REMOVAL AND HAULING OF ALL MATERIAL OF WHATEVER CHARACTER ENCOUNTERED, NOT BEING REMOVED UNDER SOME OTHER ITEM; PREPARING AREAS UPON WHICH EMBANKMENTS ARE TO BE PLACED, AND CONSTRUCTING EMBANKMENTS WITH EXCAVATED MATERIAL; DISPOSING OF UNSUITABLE AND SURPLUS MATERIAL; PREPARING THE SUBGRADE; FINISHING SHOULDERS, SLOPES, DITCHES AND DRAINS; CONSTRUCTING BENCHES AND REMOVING SLIDES AS MAY BE REQUIRED BY THE PLANS OR AS DIRECTED BY THE ENGINEER. ALL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, THICKNESSES AND CROSS SECTIONS SHOWN ON THE PLANS OR ESTABLISHED BY THE ENGINEER.

THE COMPACTION OF EMBANKMENTS AND SUBGRADES WILL BE ACCEPTED IN ACCORDANCE WITH THESE SPECIFICATIONS AND THE APPLICABLE REQUIREMENTS OF 105, 106, AND 109.

ALL FILL PLACEMENT AND COMPACTION SHOULD BE TESTED AND APPROVED BY THE ENGINEER.

EROSION AND SEDIMENT CONTROL PLAN

THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATER QUALITY THROUGHOUT THE DURATION OF CONSTRUCTION IN ACCORDANCE WITH WEST VIRGINIA STATE WATER QUALITY REGULATIONS. DETAILS

AND/OR DESIGNS NOT SHOWN IN THE PLANS SHALL BE IN ACCORDANCE WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS (DOH) EROSION AND SEDIMENT CONTROL MANUAL, DATED 2006 AND REVISED AUGUST 29, 2016, THE WVDPE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE MANUAL.

THE FIRST ORDER OF WORK FOR THE CONTRACTOR SHALL BE INSTALLATION OF EROSION AND SEDIMENT CONTROL STRUCTURES AND/OR BMPs, INCLUDING BUT NOT LIMITED TO, SEDIMENT TRAPS, SILT FENCE, STABILIZED STORMWATER DIVERSIONS, OTHER TEMPORARY EROSION CONTROL FEATURES, ETC. INITIAL CLEARING AND GRUBBING SHALL BE LIMITED TO WHAT IS NECESSARY TO INSTALL THOSE STRUCTURES.

IF TEMPORARY EROSION AND POLLUTION CONTROL MEASURES ARE ORDERED BY THE ENGINEER DUE TO THE CONTRACTOR'S NEGLIGENCE, CARELESSNESS OR FAILURE TO INSTALL PERMANENT CONTROLS AS PART OF THE WORK SCHEDULED, SUCH WORK SHALL BE PERFORMED BY THE CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE. UNLESS OTHERWISE NOTED, ALL EROSION AND SEDIMENT CONTROL FEATURES WILL BE REMOVED UPON PROJECT COMPLETION.

IF OFF-SITE WASTE AND/OR BORROW AREAS ARE PROPOSED, THE CONTRACTOR AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE TO APPLY FOR NPDES REGISTRATION OF ANY OFF-SITE WASTE AND/OR BORROW SITES (IF APPLICABLE). WVDOT SHALL NOT BE A CO-APPLICANT/PERMITEE ON WASTE AND/OR BORROW SITES. A COPY OF THE NPDES REGISTRATION AND ANY MODIFICATION(S) THERETO, AS WELL AS THE APPROVED SWPPP, GPP, EROSION AND SEDIMENT CONTROL PLAN, AND SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN, SHALL BE KEPT ON-SITE AND AVAILABLE FOR REVIEW AT ALL TIMES BY RESOURCE AGENCIES OR OTHER INTERESTED PARTIES UPON DEMAND.

THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FINES FOR ANY NOTICES OF VIOLATION AND/OR ENFORCEMENT ACTIONS.

THE CONTRACTOR SHALL INSPECT AND PERFORM NEEDED MAINTENANCE AT A MINIMUM ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF RAIN PER 24 HOUR PERIOD. THE CONTRACTOR SHALL REPLACE, CLEAN, AND/OR INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL FEATURES, AS NECESSARY, TO REMAIN IN COMPLIANCE WITH STATE AND FEDERAL WATER QUALITY REGULATIONS. AN INSPECTION REPORT MUST BE COMPLETED WITHIN 24 HOURS OF COMPLETION OF SITE INSPECTIONS BY THE QUALIFIED PERSON WHO CONDUCTED THE INSPECTION.

ROADSIDE DITCHES AND OTHER DRAINAGE STRUCTURES SHOULD BE CHECKED REGULARLY TO ENSURE THAT THEY DO NOT BECOME CLOGGED WITH SILT OR OTHER DEBRIS.

ITEM 614 – PILING WALL

THIS WORK SHALL CONSIST OF FURNISHING AND PLACING STEEL PILES IN PREDRILLED HOLES, CONCRETE, BACKFILL AND LAGGING, OF THE KINDS AND DIMENSIONS DESIGNATED, IN ACCORDANCE WITH THESE PROVISIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, DIMENSIONS, AND LOCATIONS SHOWN ON THE PLANS OR ESTABLISHED BY THE ENGINEER. PAINTING OF THE EXPOSED STEEL IS REQUIRED.

CAREFUL ATTENTION SHALL BE GIVEN TO ASSURING THE PILE WALL BE EMBEDDED DIRECTLY INTO EXISTING BEDROCK. PRIOR TO ORDERING ANY MATERIALS, THE CONTRACTOR IN CONJUNCTION WITH THE ENGINEER SHALL CONDUCT A PROJECT SITE REVIEW IN ORDER TO VERIFY THE LIMITS OF THE PILE WALL.

DRIILLING

A DRILLED HOLE IS REQUIRED FOR THE BURIED LENGTH OF THE PILE. A MINIMUM OF 10 FEET OF THE PILE, IS TO BE PLACED IN BEDROCK/SHALE. THE TOP OF BEDROCK DEPTH AT EACH HOLE LOCATION SHOULD BE FIELD VERIFIED BY THE ENGINEER. THE TOTAL ESTIMATED PILE LENGTHS AND THE DEPTHS TO THE ESTIMATED BEDROCK/SHALE LINE ARE SHOWN IN THE PLANS. SHOULD THE ELEVATION OF THE ACTUAL BEDROCK/SHALE VARY FROM THE ESTIMATED ELEVATION BY MORE THAN 2.5 FEET, THE ENGINEER MUST APPROVE THE HOLE PRIOR TO PLACEMENT OF THE PILE. THE MATERIAL FROM THE DRILLED HOLE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.

PARTICULAR CARE MUST BE TAKEN IN THE DRILLING OPERATION TO AVOID DEFLECTING THE BIT ALONG A SLOPING BEDROCK/SHALE LINE. TO VERIFY PROPER ALIGNMENT, THE CONTRACTOR SHALL MEASURE AND RECORD THE VERTICAL ALIGNMENT OF THE HOLE USING A PLUMB BOB OR OTHER ACCEPTABLE METHOD.

PREFERABLY, THE DIAMETER OF THE DRILLED HOLE SHALL BE A SIZE THAT WILL ALLOW THE PILE, WHILE BEING SLOWLY LOWERED INTO THE HOLE, TO REACH THE BOTTOM OF THE HOLE UNDER THE IMPETUS OF THE PILE WEIGHT. THE MINIMUM HOLE DIAMETER SHALL BE 30 INCHES.

TEMPORARY CASING OF HOLES MAY BE NEEDED TO MAINTAIN AN OPEN CLEAN HOLE THROUGH THE SOIL OVERBURDEN. THERE WILL BE NO ADDITIONAL COMPENSATION FOR TEMPORARY CASING. THE COST OF ANY CASING USED SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PILING.

PROTECTION OF UNATTENDED OPEN SHAFTS

GATE SHALL BE EXERCISED AS TO COVER UNATTENDED OPEN HOLES. TEMPORARY COVERS SHALL BE OF ADEQUATE STRENGTH TO PREVENT A PERSON OR ANIMAL FROM FALLING IN. NO DRILLED HOLES SHALL BE LEFT UN-POURED OVERNIGHT.

INSTALLATION OF PILES

PILES SHALL BE LOCATED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. PILES SHALL BE INSTALLED WITH THE PILE CENTER WITHIN 1 INCH OF THE PLAN LOCATION. THE PILES MUST BE PREVENTED FROM ROTATING, SO THAT THE PILE AXIS IS WITHIN FIVE (5) DEGREES OF THE POSITION SHOWN ON THE PLANS.

BOREHOLES THAT HAVE COLLAPSED SHALL BE RE-DRILLED OR CLEANED TO THE SATISFACTION OF THE ENGINEER. OBSTACLES THAT IMPIDE THE PLACEMENT OF THE PILES SHALL BE REMOVED. TAPPING ON THE PILE(S) TO REACH ITS INTENDED TIP ELEVATION(S) IS PROHIBITED. DRIVING PILES WITH A HAMMER IS PROHIBITED.

IT IS DESIRABLE THAT PILES BE INSTALLED WITHOUT SPlicing; HOWEVER, AT THE DIRECTION OF THE ENGINEER SPICES MAY BE MADE. SPICE LENGTHS AT THE TOP OF THE PILES MAY BE BUTT WELDED PROVIDED THE SPICE LENGTHS ARE LESS THAN THE REQUIRED SPICE PLATES. NO PAYMENT WILL BE MADE FOR CUT-OFFS. WELDING SHALL BE IN ACCORDANCE WITH 615.5.7.

THE DRILLED HOLE SHALL BE PUMPED FREE OF WATER AND SHALL BE REASONABLY FREE OF FALL-IN SOIL OR OTHER DEBRIS PRIOR TO THE PLACEMENT OF THE CONCRETE. WHEN UNABLE TO REMOVE THE WATER, THE CONCRETE SHALL BE PUMPED OR TREMIED THROUGH A PIPE BEGINNING AT THE BOTTOM OF THE DRILLED HOLE. THE PIPE SHALL BE SLOWLY RAISED ENSURING THE PIPE END REMAINS AT LEAST 2

FEET BELOW THE SURFACE OF THE CONCRETE. A MEANS OF POSITIVELY MEASURING THE ELEVATION OF THE CONCRETE AS IT IS PLACED SHALL BE PROVIDED BY THE CONTRACTOR. AFTER PLACING THE CONCRETE BELOW WATER TABLE, THE CONTRACTOR HAS THE OPTION OF EITHER PUMPING OR POURING DIRECTLY INTO THE HOLE. THE REMAINDER OF THE CONCRETE PROVIDED THE HOLE CAN BE PUMPED TO REMOVE REMAINING WATER. PLACING THE CONCRETE FROM THE BOTTOM OF THE HOLE TO THE BOTTOM OF THE LAGGING SHALL BE ACCOMPLISHED IN ONE CONTINUOUS OPERATION.

ACCURATE RECORDS SHALL BE MAINTAINED BY THE CONTRACTOR SHOWING THE DEPTH TO WHICH EACH PILE WAS PLACED, THE PLUMBNESS, THE AMOUNT OF MATERIAL USED, DEPTH OF BEDROCK/SHALE, AND ANY UNUSUAL CONDITIONS ENCOUNTERED DURING THE PILE INSTALLATION. THESE RECORDS SHALL BE GIVEN TO THE ENGINEER AT THE COMPLETION OF THE PROJECT.

CONCRETE

PILES WILL BE PROTECTED FROM CORROSION AND SEALED BY THE PLACEMENT OF CONCRETE, FROM THE BOTTOM OF THE HOLE TO THE BOTTOM OF THE LAGGING OR AS DIRECTED BY THE ENGINEER. VIBRATION OF THE CONCRETE IS NOT REQUIRED. THE CONTRACTOR SHALL COMPLETE ALL CONCRETE OPERATIONS WITHIN 24 HOURS OF DRILLING EACH HOLE.

CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 601, CLASS B. THE JOB SITE AND A-BAR TESTING ARE WAIVED.

STEEL PILING

STEEL PILING SHALL CONSIST OF W18X97, ASTM A572 GRADE 50.

PAINTING

ALL SURFACES FROM THE TOP OF THE STEEL PILE, DOWN TO AND INCLUDING 2.0 FEET BELOW THE TOP OF THE ANTICIPATED CONCRETE OR GROUT LINE SHALL BE CLEANED AND PAINTED PRIOR TO INSTALLATION. THE METHOD OF SURFACE PREPARATION SHALL BE HAND TOOL CLEANING TO SSPC-SP-2. THE PAINT SYSTEM SHALL CONSIST OF ONE-COAT OF EPOXY MASTIC MEETING THE REQUIREMENTS OF 711.12 APPLIED AT A MINIMUM DRY FILM THICKNESS OF 5 MILS (125 MM).

LAGGING AND BACKFILLING

LAGGING OF THE TYPE AND SIZE AS SPECIFIED ON THE PLANS SHALL BE INSTALLED BETWEEN THE PILES. BACKFILLING AND RESTORATION OF THE ROADWAY SUBGRADE SHALL BE AS SHOWN ON THE PLANS. PRECAST CONCRETE LAGGING SHALL BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF MP 604.02.40.

METHOD OF MEASUREMENT

THE QUANTITY OF PILES WILL BE MEASURED IN LINEAR FEET OF PILES INSTALLED AND ACCEPTED FOR THE WALL.

THE QUANTITY OF LAGGING WILL BE MEASURED IN SQUARE FEET INSTALLED AND ACCEPTED AS MEASURED BY THE TOTAL AREA OF LAGGING AS MEASURED THROUGH ALL WALL ELEMENTS, WITHOUT DEDUCTIONS FOR GAPS BETWEEN LAGGING, PILES, ETC.

BASIS OF PAYMENT

THE QUANTITIES WILL BE PAID FOR, AT THE CONTRACT UNIT PRICES BID FOR THE ITEMS LISTED BELOW, WHICH PRICES AND PAYMENTS SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS AND DOING ALL THE WORK HEREIN PRESCRIBED IN A WORKMANLIKE AND ACCEPTABLE MANNER, INCLUDING ALL LABOR, TOOLS, EQUIPMENT, SUPPLIES, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK. THE COST OF DRILLING, CONCRETE, AND PAINTING SHALL BE INCLUDED IN THE PRICE BID FOR THE PILES. PAYMENT WILL BE MADE AFTER RECEIVING AND ACCEPTING THE RECORD OF PILING INSTALLATION AS DESCRIBED IN SECTION 614.4.

ACCESS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS USED TO CONSTRUCT THE PILE WALL. ANY TEMPORARY GRADING, AGGREGATE, DRAINAGE, SHEETING, ETC. NEEDED FOR ACCESS TO THE WORK AREA SHALL BE INCLUDED IN THE BID PRICE FOR THE PILE WALL.

ROAD REPAIR

THIS PROJECT IS A SLIDE REPAIR JOB. WHEN THE PROJECT WAS DESIGNED THE AMOUNT OF ROADWAY TO BE EXCAVATED AND REPAIRED AS CALLED FOR IN THE PROJECT PLANS WAS ESTIMATED TO BE ADEQUATE. HOWEVER, THIS IS CONSTANTLY MOVING SLIDE AND BY THE TIME THE CONTRACTOR BEGINS WORK ON THIS PROJECT THE EXISTING ROAD MAY HAVE SLID EVEN MORE. THE QUANTITY OF MATERIALS NEEDED TO REPAIR THE SLIDE FAILURE MAY NEED TO BE FIELD ADJUSTED BY THE ENGINEER AFTER THE PROJECT BEGINS.

ITEM 607 GUARDRAIL

THIS WORK SHALL CONSIST OF THE CONSTRUCTION OR RECONSTRUCTION OF GUARDRAIL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES AND GRADES SHOWN ON THE PLANS OR ESTABLISHED BY THE ENGINEER. THE CONSTRUCTION OF THE GUARDRAIL SHALL INCLUDE THE COMPLETE FURNISHING, ASSEMBLING AND ERECTING OF ALL COMPONENT PARTS AND MATERIALS AT THE LOCATION SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

ITEM 229 SHOULDERS AND DITCHES

DITCHES SHALL BE REESTABLISHED THROUGHOUT THE LENGTH OF THE PROJECT. ALL WORK REQUIRED TO REESTABLISH FLOWING DITCHES WILL BE PAID UNDER ITEM 229001-000, SHOULDERS AND DITCHES, PER MILE.

ITEM 211.2.2 ROCK BORROW EXCAVATION

THE ROCK BORROW EXCAVATION MATERIAL SHALL BE PLACED AS BACKFILL BEHIND THE WALL, AS SHOWN ON THE PLANS. IT IS INTENDED TO USE SUITABLE EXCAVATED MATERIAL (SOIL, ROCK, SOFT SHALE, ETC.) WHICH MEETS THE CRITERIA OUTLINED IN WVDOT STANDARD SPECIFICATIONS SECTION 207.7.3.2.3 AND SECTION 716.1.1.

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HC
CHECKED BY
JG

GENERAL NOTES

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR

2
81

ITEM 6.36 — MAINTAINING TRAFFIC

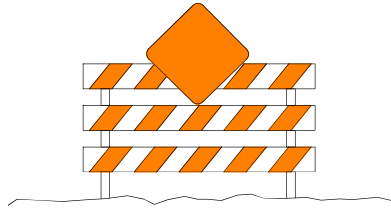
THE ROAD WILL BE CLOSED FOR A MAXIMUM OF 60 DAYS. LOCAL TRAFFIC WILL BE DETOURED.

THE CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN ALL NECESSARY BARRICADES, SUITABLE AND SUFFICIENT LIGHTS, DANGER SIGNALS, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND SAFETY OF THE PUBLIC. THE ROADWAYS IS TO BE CLOSED TO TRAFFIC AND SHALL BE PROTECTED BY EFFECTIVE BARRICADES, AND OBSTRUCTIONS SHALL BE ILLUMINATED DURING HOURS OF DARKNESS. SUITABLE WARNING SIGNS SHALL BE PROVIDED TO PROPERLY CONTROL AND DIRECT TRAFFIC.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH SECTION 6.36 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE WVDOT, 2006 EDITION, MANUAL ON TEMPORARY TRAFFIC CONTROL FOR STREETS AND HIGHWAYS, AND THE PROVISIONS OF 715.9.

PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR 6.36, MAINTAINING TRAFFIC.

MOUNTING ON TYPE III BARRICADES

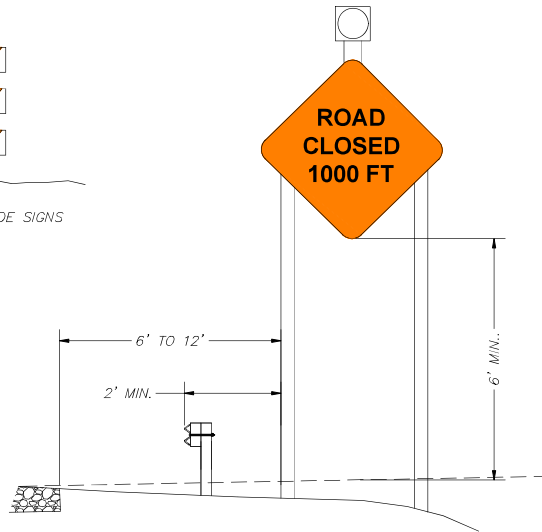


LOCATION OF WARNING SIGN

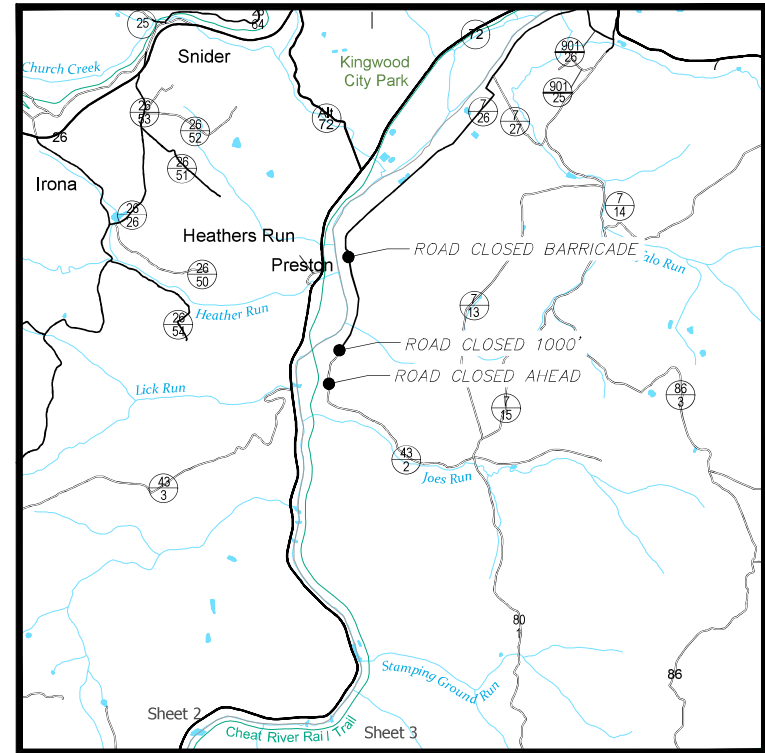


LOCATION OF REGULATORY AND GUIDE SIGNS

TYPE "B" LIGHT
(OPTIONAL)



ROADSIDE SIGN — RURAL DISTRICT



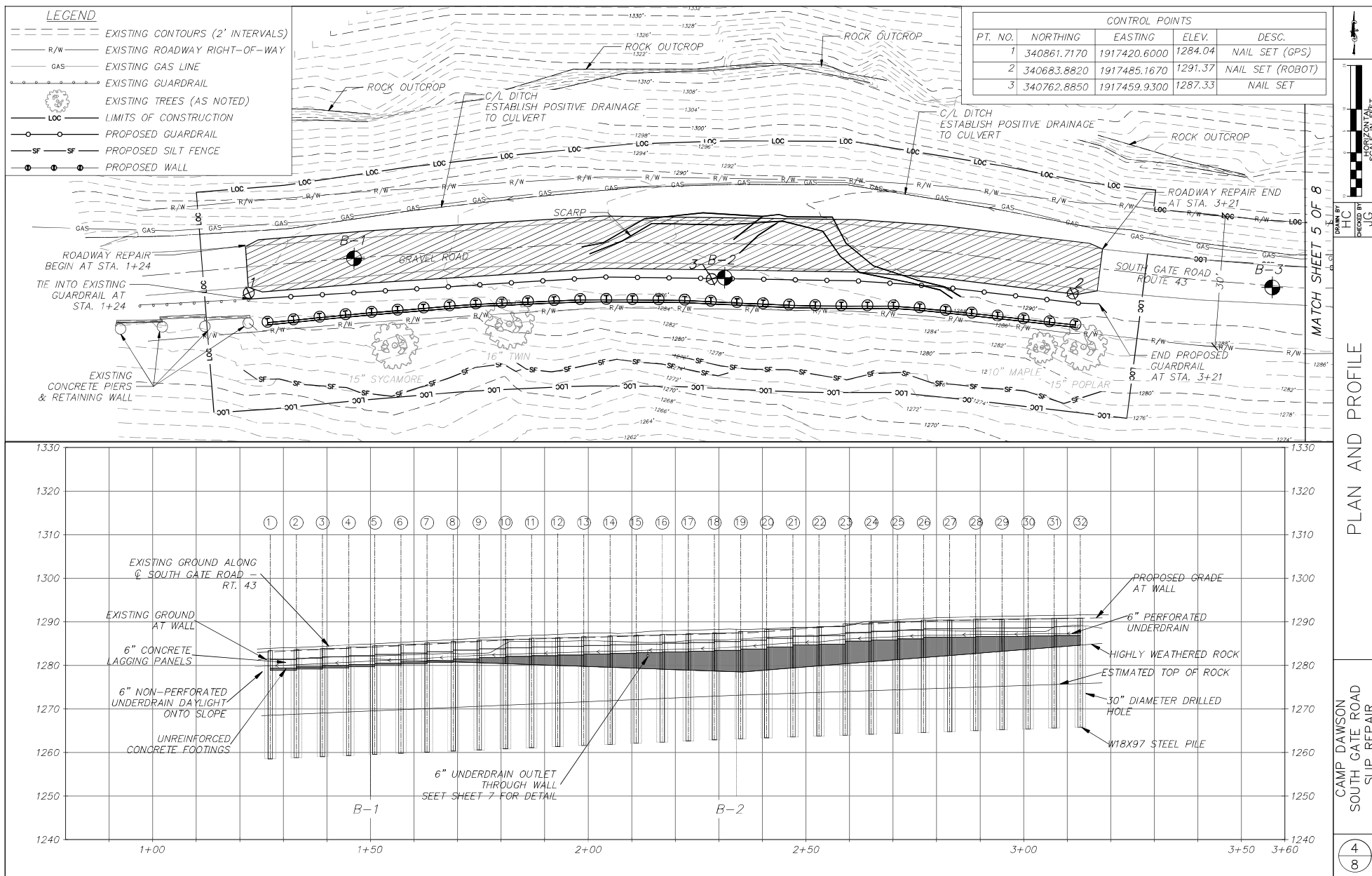
SCALE: 1" = 2000'



W20-3
48" X 48"

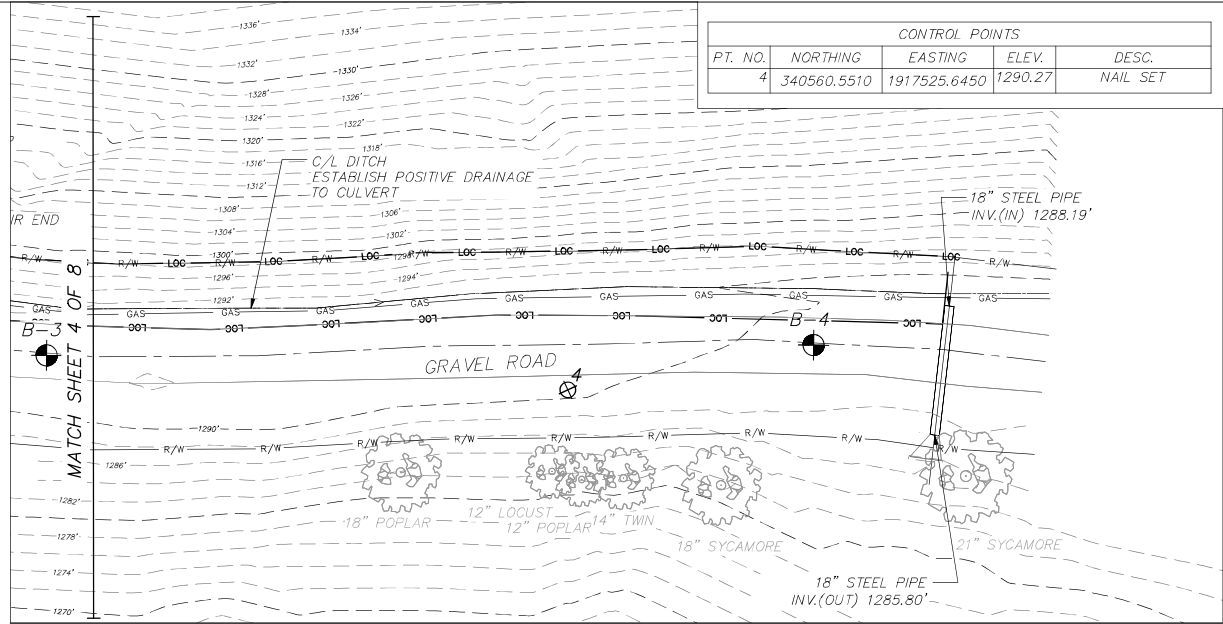


R11-2
48" X 30"



LEGEND

- EXISTING CONTOURS (2' INTERVALS)
- R/W EXISTING ROADWAY RIGHT-OF-WAY
- GAS EXISTING GAS LINE
- EXISTING GUARDRAIL
- EXISTING TREES (AS NOTED)
- LOC LIMITS OF CONSTRUCTION
- PROPOSED GUARDRAIL
- SF SF PROPOSED SILT FENCE
- PROPOSED WALL

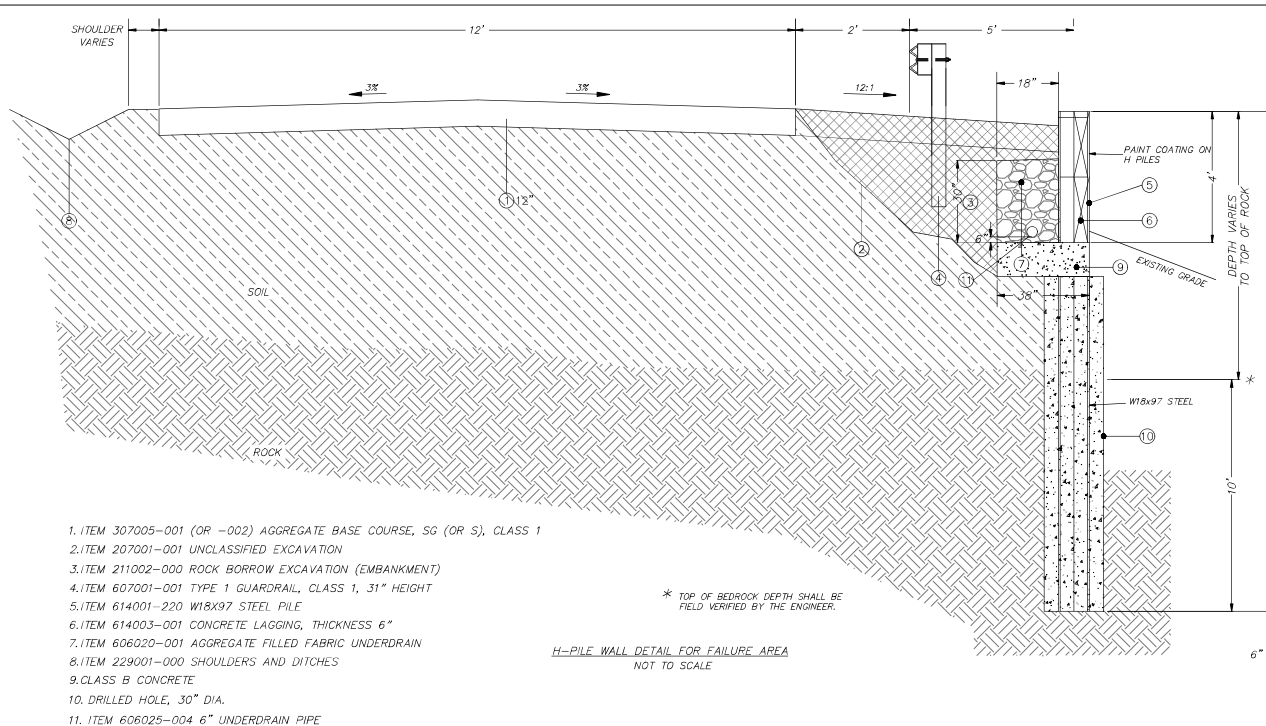


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JG

PLAN

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR

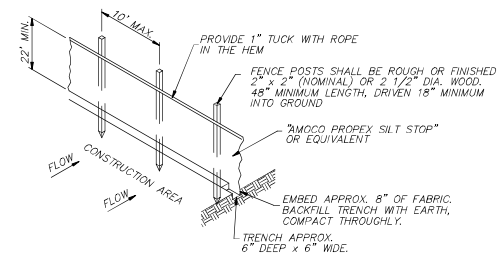




1. ITEM 307005-001 (OR -002) AGGREGATE BASE COURSE, SG (OR S), CLASS 1
2. ITEM 207001-001 UNCLASSIFIED EXCAVATION
3. ITEM 211002-000 ROCK BORROW EXCAVATION (EMBANKMENT)
4. ITEM 607001-001 TYPE 1 GUARDRAIL, CLASS 1, 31\"
5. ITEM 614001-220 W18X97 STEEL PILE
6. ITEM 614003-001 CONCRETE LAGGING, THICKNESS 6\"
7. ITEM 606020-001 AGGREGATE FILLED FABRIC UNDERDRAIN
8. ITEM 229001-000 SHOULDERS AND DITCHES
9. CLASS B CONCRETE
10. DRILLED HOLE, 30\"
11. ITEM 606025-004 6\"

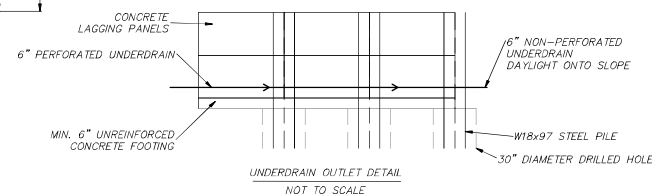
* TOP OF BEDROCK DEPTH SHALL BE FIELD VERIFIED BY THE ENGINEER.

H-PILE WALL DETAIL FOR FAILURE AREA
NOT TO SCALE

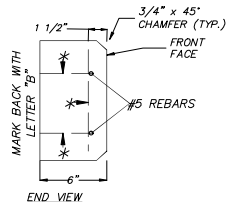
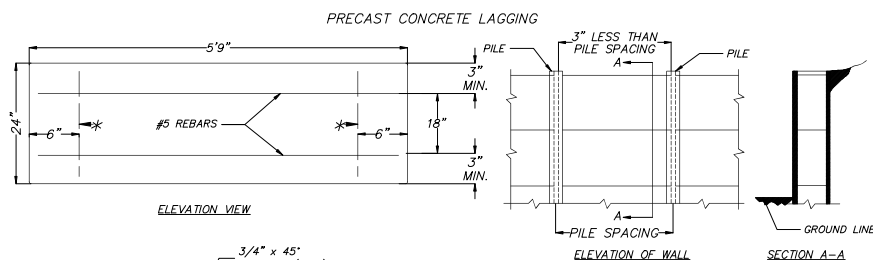


- NOTES:
1. FABRIC TO BE FASTENED SECURELY TO FENCE POST AS PER MANUFACTURERS RECOMMENDATIONS.
 2. ENDS OF INDIVIDUAL ROLLS OF FABRIC SHALL BE SECURELY FASTENED TO A COMMON POST OR OVERLAPPED 3\"

SILT FENCE DETAIL
NOT TO SCALE



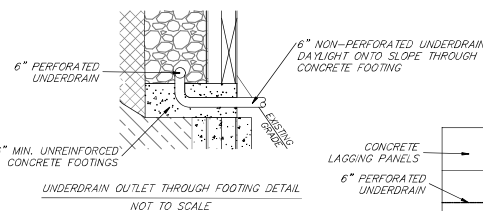
UNDERDRAIN OUTLET DETAIL
NOT TO SCALE



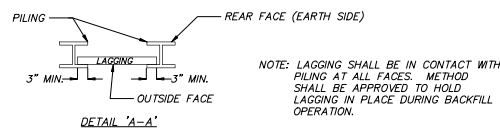
SOLID CONCRETE LAGGING

- NOTES:
- COMPRESSIVE STRENGTH OF CONCRETE, AT 28 DAYS, (F'C) SHALL NOT BE LESS THAN 3000 P.S.I.
 - ALL CONCRETE IS TO BE AIR-ENTRAINED 7% \pm 2.5%
 - CURE IN ACCORDANCE WITH AASHTO M-199.
 - ALL REINFORCING SHALL BE GRADE 60 KSI.

* OPTIONAL REBARS FOR USE IN FABRICATION.

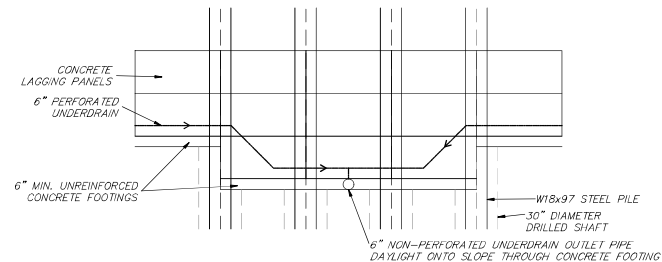


UNDERDRAIN OUTLET THROUGH FOOTING DETAIL
NOT TO SCALE

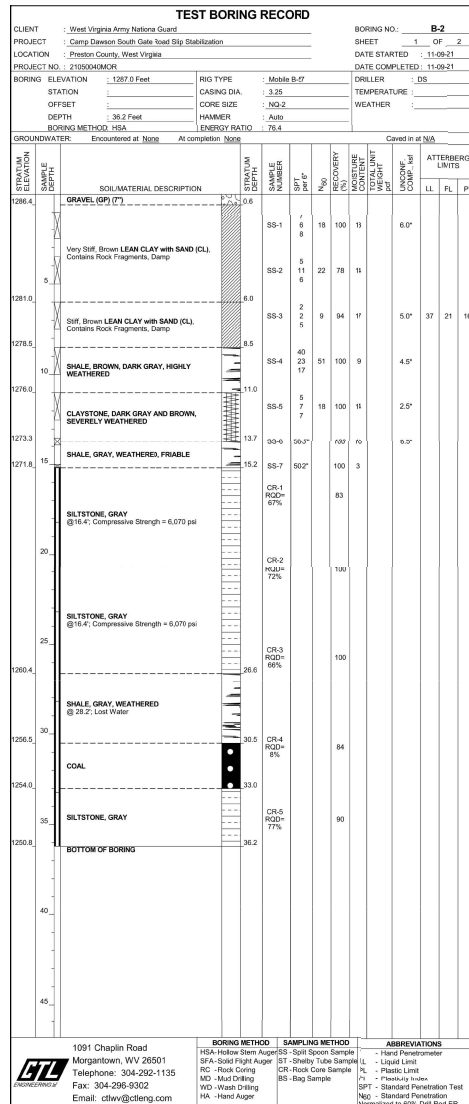
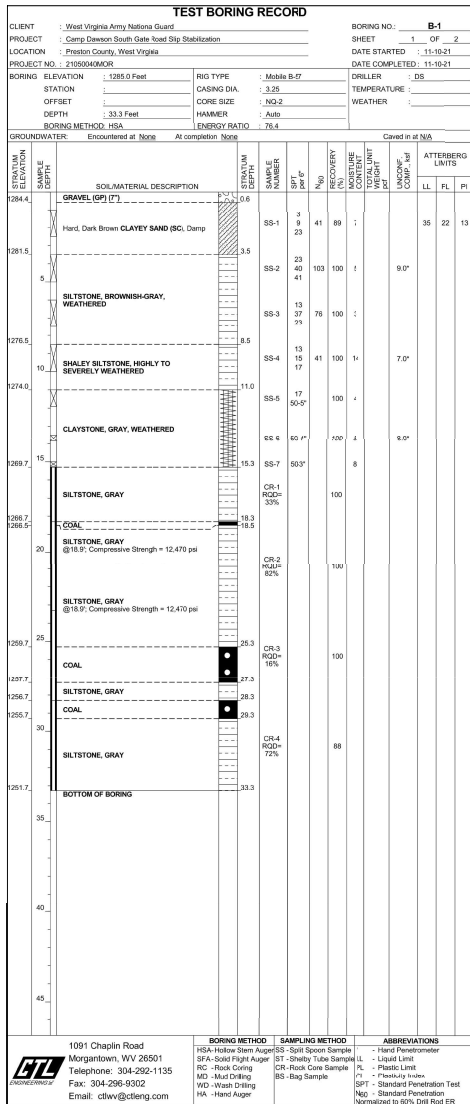


DETAIL 'A-A'

NOTE: LAGGING SHALL BE IN CONTACT WITH PILING AT ALL FACES. METHOD SHALL BE APPROVED TO HOLD LAGGING IN PLACE DURING BACKFILL OPERATION.



UNDERDRAIN OUTLET DETAIL
NOT TO SCALE



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HC
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JG

BORING LOGS

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR

100

CAMP DAWSON SOUTH GATE ROAD SLIP STABILIZATION DESIGN

KINGWOOD, PRESTON COUNTY, WEST VIRGINIA

OWNER/DEVELOPER:

WEST VIRGINIA ARMY NATIONAL GUARD
CONTACT PERSON: JONATHAN L. NEAL
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311

ENGINEER:



CTL ENGINEERING OF WEST VIRGINIA, INC.

Morgantown Office
1091 Chaplin Road
Morgantown, WV 26501
Phone: 304/292-1135
Fax: 304/296-9302

Corporate Office
2860 Fisher Road
Columbus, OH 43204
Phone: 614/276-9123
Fax: 614/276-6377

TESTING & CONSTRUCTION OBSERVATION * LABORATORY * ENVIRONMENTAL * MINING *
* GEOTECHNICAL * CIVIL & SITE PLANNING * SURVEYING & MAPPING *

GENERAL NOTES:

1. TOTAL DISTURBED ACREAGE = APPROX. 0.15 AC.
2. ALL UTILITIES IN AREAS OF CONSTRUCTION TO BE FIELD-LOCATED AND VERIFIED PRIOR TO BEGINNING CONSTRUCTION.
3. DETENTION FACILITIES AND EROSION CONTROL MEASURES ARE TO BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
4. ALL DEMOLITION OF EXISTING STRUCTURES SHALL BE PERFORMED BY THE SITE CONTRACTOR.

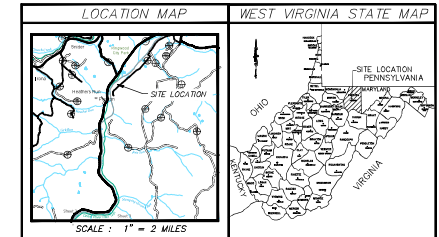


WEST VIRGINIA MISS UTILITY
1-800-245-4848

THE LOCATION OF ALL UTILITIES (ABOVE OR BELOW GROUND) SHOWN ON THIS DRAWING ARE APPROXIMATE & WERE OBTAINED FROM OBSERVATIONS AT THE SITE AND/OR FROM THE UTILITY OWNERS. CTL ENGINEERING OF WV, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE CORRECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE LOCATIONS OF EXISTING UTILITIES (ABOVE OR BELOW GROUND) & TO NOTIFY THE RESPECTIVE UTILITY OWNERS BEFORE BEGINNING ANY CONSTRUCTION.

ALTERNATE BID (100% SUBMITTAL)

DATE: JANUARY 31, 2023



ESTIMATE OF QUANTITY				
ITEM NO.	ALT.	ITEM/DESCRIPTION	UNITS	QUANTITY
201001-000		CLEARING AND GRUBBING	AC	0.15
204001-000		MOBILIZATION	LS	1
207001-001		UNCLASSIFIED EXCAVATION	CY	263.6
211002-000		ROCK BORROW EXCAVATION	CY	125.5
675021-320		18 INCH STEEL CASING PIPE	LF	22
633003-001		DUMP ROCK GUTTER D50 = 12 INCHES	CY	3.6
606025-004		6 INCH UNDERDRAIN PIPE	LF	132
606030-001		6 INCH OUTLET PIPE	LF	3
606020-001		AGGREGATE FILLED FABRIC UNDERDRAIN	LF	192
607001-001		TYPE 1 GUARDRAIL, CLASS 1, 31 INCH HEIGHT	LF	200
614001-220		PILING WALL	LF	657
614003-001		CONCRETE LAGGING, THICKNESS 6 INCH	SF	768
636011-001		TRAFFIC CONTROL DEVICE (ROAD CLOSED)	UN	360
601002-001		CLASS B CONCRETE (WALL FOOTING ABOVE PILE CONCRETE LINE)	CY	12.4
652003-001		SEED MIXTURES, TYPE B	LB	11
652004-001		STRAW OR HAY MULCH	TN	0.206
639001-001		CONSTRUCTION LAYOUT STAKE	LS	1
642012-001		SILT FENCE	LF	205
307005-001	AA1	AGGREGATE BASE COURSE STONE OR GRAVEL, CLASS 1	TN	136

SHEET INDEX

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HC
CHECKED BY
JG

TITLE SHEET

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR

1
8

CONTRACT SPECIFICATIONS

THE 2017 EDITION AND THE 2022 SUPPLEMENTAL SPECIFICATIONS OF THE STANDARD SPECIFICATIONS ROAD AND BRIDGES AS PUBLISHED BY THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SHALL GOVERN ALL ASPECTS OF THE CONTRACT WORK. THE CONTRACTOR SHOULD BE FAMILIAR WITH THESE SPECIFICATIONS AND THEIR PROCEDURAL REQUIREMENTS.

STANDARD DETAILS

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS STANDARD DETAILS BOOK, VOLUME 1, DATED MAY 2016 & VOLUME II, DATED JANUARY 1, 2019 SHALL APPLY TO THIS PROJECT. STANDARD DETAILS DRAWINGS CAN BE FOUND AT
HTTP://WWW.TRANSPORTATION.WV.GOV/HIGHWAYS/ENGINEERING/PAGES/DETAILS.ASPX
HTTP://WWW.TRANSPORTATION.WV.GOV/HIGHWAYS/ENGINEERING/PAGES/PUBLICATIONS.ASPX

GEOTECHNICAL INFORMATION

GEOTECHNICAL INFORMATION IS PROVIDED IN THESE PLANS AND SHALL BE CONSIDERED AS A PART OF THE CONTRACT DOCUMENTS. THE INFORMATION PRESENTED IS BASED IN PART ON SMALL DIAMETER TEST BORINGS AND SHOULD BE CONSIDERED AS APPROXIMATE.

COORDINATES

COORDINATES SHOWN ON THESE PLANS ARE BASED ON WEST VIRGINIA NORTH ZONE PLANE COORDINATES 1983.

ELEVATIONS

ALL ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1988.

BENCH MARKS

THE CONTRACTOR SHALL HOLD BENCH MARK LOCATIONS THROUGHOUT THE LIFE OF THE PROJECT. IN THE EVENT THAT A BENCH MARK IS DISTURBED, THE CONTRACTOR WILL RELOCATE OR REESTABLISH THE BENCH MARKS. NO ADDITIONAL PAYMENT SHALL BE MADE FOR RELOCATING OR REESTABLISHING BENCH MARKS.

VERIFICATION OF DIMENSIONS

THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLAN AND ELEVATION DIMENSIONS PRIOR TO ORDERING MATERIALS FOR THE CONSTRUCTION OF THE VARIOUS BID ITEMS ON THIS PROJECT.

WV811 CALL

THE CONTRACTOR IS RESPONSIBLE FOR CALLING THE MISS UTILITY OF WEST VIRGINIA (WV811), AT LEAST TWO BUSINESS DAYS BEFORE DIGGING. THE TOLL-FREE NUMBER IS 800-245-4848 OR 811.

UTILITIES

UTILITIES SHALL BE IN ACCORDANCE WITH SECTION 107.17, CONTRACTOR RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES OR ANY OTHER APPLICABLE SECTION OF SECTION 107.

UTILITY LINES

THE CONTRACTOR SHALL CONTACT WV 811 AND SHALL NOTIFY ALL APPLICABLE NON-WV 811 PARTICIPATING UTILITIES PRIOR TO BEGINNING EXCAVATION, SUPPORT DRIVING, OR CONDUIT JACKING ACTIVITIES. THE CONTRACTOR SHALL HAND DIG TO LOCATE LINES OR OPEN CUT IN AREAS OF POSSIBLE CONFLICT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR LOCATING AND VERIFYING WVDOT DIVISION OWNED UNDERGROUND CONDUIT TO AVOID CONFLICT OR DAMAGE. ALL SUCH WORK SHALL BE INCIDENTAL TO THE CONTRACT BID ITEMS. ALL COSTS ASSOCIATED WITH ANY DISRUPTION OF SERVICES AS A RESULT OF THE CONTRACTOR'S ACTIVITIES SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.

IN THE EVENT OF DAMAGE OR DISRUPTION TO UTILITIES WHICH ARE ACTIVE AND ARE TO REMAIN IN SERVICE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RESPONSIBLE OFFICIAL OF THE ORGANIZATION OPERATING THE UTILITY THAT IS INTERRUPTED. THE CONTRACTOR SHALL ASSUME ALL COSTS, CHARGES OR CLAIMS CONNECTED WITH THE INTERRUPTION AND REPAIR OF ANY UTILITY DAMAGED BY THE CONTRACTOR.

CONSTRUCTION LIMITS

ALL PHYSICAL WORK SHALL BE COMPLETED WITHIN THE PHYSICAL LIMITS OF CONSTRUCTION (LOC) AS DESCRIBED BY DESIGNATED LINES DRAWN ON THE PLANS. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

ITEM 652 – FERTILIZING, SEEDING, AND MULCHING

ALL DISTURBED SOIL AREAS SHALL BE SEED, MULCHED, AND FERTILIZED. MATERIALS AND WORK SHALL BE AS SPECIFIED IN THE SECTIONS 642 AND 652 OF THE STANDARD SPECIFICATIONS. TESTING WILL NOT BE REQUIRED ON THOSE ITEMS WHEN PURCHASED FROM A REPUTABLE DEALER.

ITEM 201 – CLEARING AND GRUBBING

CONTRACTORS SHOULD INSPECT THE AREAS WHERE THE RETAINING WALL IS TO BE CONSTRUCTED. SPECIFIC TREES TO BE REMOVED HAVE NOT BEEN DENOTED ON THESE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE SCOPE OF WORK REQUIRED TO CLEAR THE AREAS NEEDED TO CONSTRUCT THE VARIOUS ELEMENTS OF THIS PROJECT.

ITEM 207 – UNCLASSIFIED EXCAVATION

THIS WORK SHALL CONSIST OF EXCAVATION FOR THE ROADWAY AND CHANNEL CHANGES INCLUDING THE REMOVAL AND HAULING OF ALL MATERIAL, OF WHATEVER CHARACTER ENCOUNTERED, NOT BEING REMOVED UNDER SOME OTHER ITEM; PREPARING AREAS UPON WHICH EMBANKMENTS ARE TO BE PLACED, AND CONSTRUCTING EMBANKMENTS WITH EXCAVATED MATERIAL; DISPOSING OF UNSUITABLE AND SURPLUS MATERIAL; PREPARING THE SUBGRADE; FINISHING SHOULDERS, SLOPES, DITCHES AND DRAINS; CONSTRUCTING BENCHES AND REMOVING SLIDES AS MAY BE REQUIRED BY THE PLANS OR AS DIRECTED BY THE ENGINEER. ALL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, THICKNESSES AND CROSS SECTIONS SHOWN ON THE PLANS OR ESTABLISHED BY THE ENGINEER.

THE COMPACTION OF EMBANKMENTS AND SUBGRADES WILL BE ACCEPTED IN ACCORDANCE WITH THESE SPECIFICATIONS AND THE APPLICABLE REQUIREMENTS OF 105, 106, AND 109.

ALL FILL PLACEMENT AND COMPACTION SHOULD BE TESTED AND APPROVED BY THE ENGINEER.

EROSION AND SEDIMENT CONTROL PLAN

THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATER QUALITY THROUGHOUT THE DURATION OF CONSTRUCTION IN ACCORDANCE WITH WEST VIRGINIA STATE WATER QUALITY REGULATIONS. DETAILS

AND/OR DESIGNS NOT SHOWN IN THE PLANS SHALL BE IN ACCORDANCE WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS (DOH) EROSION AND SEDIMENT CONTROL MANUAL, DATED 2006 AND REVISED AUGUST 29, 2016, THE WVDOT EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE MANUAL.

THE FIRST ORDER OF WORK FOR THE CONTRACTOR SHALL BE INSTALLATION OF EROSION AND SEDIMENT CONTROL STRUCTURES AND/OR BMPs, INCLUDING BUT NOT LIMITED TO, SEDIMENT TRAPS, SILT FENCE, STABILIZED STORMWATER DIVERSIONS, OTHER TEMPORARY EROSION CONTROL FEATURES, ETC. INITIAL CLEARING AND GRUBBING SHALL BE LIMITED TO WHAT IS NECESSARY TO INSTALL THOSE STRUCTURES.

IF TEMPORARY EROSION AND POLLUTION CONTROL MEASURES ARE ORDERED BY THE ENGINEER DUE TO THE CONTRACTOR'S NEGLIGENCE, CARELESSNESS OR FAILURE TO INSTALL PERMANENT CONTROLS AS PART OF THE WORK SCHEDULED, SUCH WORK SHALL BE PERFORMED BY THE CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE. UNLESS OTHERWISE NOTED, ALL EROSION AND SEDIMENT CONTROL FEATURES WILL BE REMOVED UPON PROJECT COMPLETION.

IF OFF-SITE WASTE AND/OR BORROW AREAS ARE PROPOSED, THE CONTRACTOR AND/OR PROPERTY OWNER SHALL BE RESPONSIBLE TO APPLY FOR NPDES REGISTRATION OF ANY OFF-SITE WASTE AND/OR BORROW SITES (IF APPLICABLE). WVDOT SHALL NOT BE A CO-APPLICANT/PERMITEE ON WASTE AND/OR BORROW SITES. A COPY OF THE NPDES REGISTRATION AND ANY MODIFICATION(S) THERETO, AS WELL AS THE APPROVED SWPPP, GPP, EROSION AND SEDIMENT CONTROL PLAN, AND SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN, SHALL BE KEPT ON-SITE AND AVAILABLE FOR REVIEW AT ALL TIMES BY RESOURCE AGENCIES OR OTHER INTERESTED PARTIES UPON DEMAND.

THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FINES FOR ANY NOTICES OF VIOLATION AND/OR ENFORCEMENT ACTIONS.

THE CONTRACTOR SHALL INSPECT AND PERFORM NEEDED MAINTENANCE AT A MINIMUM ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES OF RAIN PER 24 HOUR PERIOD. THE CONTRACTOR SHALL REPLACE, CLEAN, AND/OR INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL FEATURES, AS NECESSARY, TO REMAIN IN COMPLIANCE WITH STATE AND FEDERAL WATER QUALITY REGULATIONS. AN INSPECTION REPORT MUST BE COMPLETED WITHIN 24 HOURS OF COMPLETION OF SITE INSPECTIONS BY THE QUALIFIED PERSON WHO CONDUCTED THE INSPECTION.

ROADSIDE DITCHES AND OTHER DRAINAGE STRUCTURES SHOULD BE CHECKED REGULARLY TO ENSURE THAT THEY DO NOT BECOME CLOGGED WITH SILT OR OTHER DEBRIS.

ITEM 614 – PILING WALL

THIS WORK SHALL CONSIST OF FURNISHING AND PLACING STEEL PILES IN PREDRILLED HOLES, CONCRETE, BACKFILL AND LAGGING, OF THE KINDS AND DIMENSIONS DESIGNATED, IN ACCORDANCE WITH THESE PROVISIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, DIMENSIONS, AND LOCATIONS SHOWN ON THE PLANS OR ESTABLISHED BY THE ENGINEER. PAINTING OF THE EXPOSED STEEL IS REQUIRED.

CAREFUL ATTENTION SHALL BE GIVEN TO ASSURING THE PILE WALL BE EMBEDDED DIRECTLY INTO EXISTING BEDROCK. PRIOR TO ORDERING ANY MATERIALS, THE CONTRACTOR IN CONJUNCTION WITH THE ENGINEER SHALL CONDUCT A PROJECT SITE REVIEW IN ORDER TO VERIFY THE LIMITS OF THE PILE WALL.

DRILLING

A DRILLED HOLE IS REQUIRED FOR THE BURIED LENGTH OF THE PILE. A MINIMUM OF 10 FEET OF THE PILE, IS TO BE PLACED IN BEDROCK/SHALE. THE TOP OF BEDROCK DEPTH AT EACH HOLE LOCATION SHOULD BE FIELD VERIFIED BY THE ENGINEER. THE TOTAL ESTIMATED PILE LENGTHS AND THE DEPTHS TO THE ESTIMATED BEDROCK/SHALE LINE ARE SHOWN IN THE PLANS. SHOULD THE ELEVATION OF THE ACTUAL BEDROCK/SHALE VARY FROM THE ESTIMATED ELEVATION BY MORE THAN 2.5 FEET, THE ENGINEER MUST APPROVE THE HOLE PRIOR TO PLACEMENT OF THE PILE. THE MATERIAL FROM THE DRILLED HOLE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.

PARTICULAR CARE MUST BE TAKEN IN THE DRILLING OPERATION TO AVOID DEFLECTING THE BIT ALONG A SLOPING BEDROCK/SHALE LINE. TO VERIFY PROPER ALIGNMENT, THE CONTRACTOR SHALL MEASURE AND RECORD THE VERTICAL ALIGNMENT OF THE HOLE USING A PLUMB BOB OR OTHER ACCEPTABLE METHOD.

PREFERABLY, THE DIAMETER OF THE DRILLED HOLE SHALL BE A SIZE THAT WILL ALLOW THE PILE, WHILE BEING SLOWLY LOWERED INTO THE HOLE, TO REACH THE BOTTOM OF THE HOLE UNDER THE IMPETUS OF THE PILE WEIGHT. THE MINIMUM HOLE DIAMETER SHALL BE 30 INCHES.

TEMPORARY CASING OF HOLES MAY BE NEEDED TO MAINTAIN AN OPEN CLEAN HOLE THROUGH THE SOIL OVERBURDEN. THERE WILL BE NO ADDITIONAL COMPENSATION FOR TEMPORARY CASING. THE COST OF ANY CASING USED SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PILING.

PROTECTION OF UNATTENDED OPEN SHAFTS

CARE SHALL BE EXERCISED AS TO COVER UNATTENDED OPEN HOLES. TEMPORARY COVERS SHALL BE OF ADEQUATE STRENGTH TO PREVENT A PERSON OR ANIMAL FROM FALLING IN. NO DRILLED HOLES SHALL BE LEFT UN-POURED OVERNIGHT.

INSTALLATION OF PILES

PILES SHALL BE LOCATED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. PILES SHALL BE INSTALLED WITH THE PILE CENTER WITHIN 1 INCH OF THE PLAN LOCATION. THE PILES MUST BE PREVENTED FROM ROTATING, SO THAT THE PILE AXIS IS WITHIN FIVE (5) DEGREES OF THE POSITION SHOWN ON THE PLANS.

BOREHOLES THAT HAVE COLLAPSED SHALL BE RE-DRILLED OR CLEANED TO THE SATISFACTION OF THE ENGINEER. OBSTACLES THAT IMPED THE PLACEMENT OF THE PILES SHALL BE REMOVED. TAPPING ON THE PILE(S) TO REACH ITS INTENDED TIP ELEVATION(S) IS PROHIBITED. DRIVING PILES WITH A HAMMER IS PROHIBITED.

IT IS DESIRABLE THAT PILES BE INSTALLED WITHOUT SPlicing; HOWEVER, AT THE DIRECTION OF THE ENGINEER SPICES MAY BE MADE. SPICE LENGTHS AT THE TOP OF THE PILES MAY BE BUTT WELDED PROVIDED THE SPICE LENGTHS ARE LESS THAN THE REQUIRED SPICE PLATES. NO PAYMENT WILL BE MADE FOR CUT-OFFS. WELDING SHALL BE IN ACCORDANCE WITH 615.5.7.

THE DRILLED HOLE SHALL BE PUMPED FREE OF WATER AND SHALL BE REASONABLY FREE OF FALL-IN SOIL OR OTHER DEBRIS PRIOR TO THE PLACEMENT OF THE CONCRETE, WHEN UNABLE TO REMOVE THE WATER, THE CONCRETE SHALL BE PUMPED OR TREMIED THROUGH A PIPE BEGINNING AT THE BOTTOM OF

THE DRILLED HOLE. THE PIPE SHALL BE SLOWLY RAISED ENSURING THE PIPE END REMAINS AT LEAST 2 FEET BELOW THE SURFACE OF THE CONCRETE. A MEANS OF POSITIVELY MEASURING THE ELEVATION OF THE CONCRETE AS IT IS PLACED SHALL BE PROVIDED BY THE CONTRACTOR. AFTER PLACING THE CONCRETE BELOW WATER TABLE, THE CONTRACTOR HAS THE OPTION OF EITHER PUMPING OR POURING DIRECTLY INTO THE HOLE. THE REMAINDER OF THE CONCRETE PROVIDED THE HOLE CAN BE PUMPED TO REMOVE REMAINING WATER. PLACING THE CONCRETE FROM THE BOTTOM OF THE HOLE TO THE BOTTOM OF THE LAGGING SHALL BE ACCOMPLISHED IN ONE CONTINUOUS OPERATION.

ACCURATE RECORDS SHALL BE MAINTAINED BY THE CONTRACTOR SHOWING THE DEPTH TO WHICH EACH PILE WAS PLACED, THE PLUMBNESS, THE AMOUNT OF MATERIAL USED, DEPTH OF BEDROCK/SHALE, AND ANY UNUSUAL CONDITIONS ENCOUNTERED DURING THE PILE INSTALLATION. THESE RECORDS SHALL BE GIVEN TO THE ENGINEER AT THE COMPLETION OF THE PROJECT.

CONCRETE

PILES WILL BE PROTECTED FROM CORROSION AND SEALED BY THE PLACEMENT OF CONCRETE, FROM THE BOTTOM OF THE HOLE TO THE BOTTOM OF THE LAGGING OR AS DIRECTED BY THE ENGINEER. VIBRATION OF THE CONCRETE IS NOT REQUIRED. THE CONTRACTOR SHALL COMPLETE ALL CONCRETE OPERATIONS WITHIN 24 HOURS OF DRILLING EACH HOLE.

CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 601, CLASS B. THE JOB SITE AND A-BAR TESTING ARE WAIVED.

STEEL PILING

STEEL PILING SHALL CONSIST OF W18X97, ASTM A572 GRADE 50.

PAINTING

ALL SURFACES FROM THE TOP OF THE STEEL PILE, DOWN TO AND INCLUDING 2.0 FEET BELOW THE TOP OF THE ANTICIPATED CONCRETE OR GROUT LINE SHALL BE CLEANED AND PAINTED PRIOR TO INSTALLATION. THE METHOD OF SURFACE PREPARATION SHALL BE HAND TOOL CLEANING TO SSPC-SP-2. THE PAINT SYSTEM SHALL CONSIST OF ONE-COAT OF EPOXY MASTIC MEETING THE REQUIREMENTS OF 711.12 APPLIED AT A MINIMUM DRY FILM THICKNESS OF 5 MILS (125 MM).

LAGGING AND BACKFILLING

LAGGING OF THE TYPE AND SIZE AS SPECIFIED ON THE PLANS SHALL BE INSTALLED BETWEEN THE PILES. BACKFILLING AND RESTORATION OF THE ROADWAY SUBGRADE SHALL BE AS SHOWN ON THE PLANS. PRECAST CONCRETE LAGGING SHALL BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF MP 604.02.40.

METHOD OF MEASUREMENT

THE QUANTITY OF PILES WILL BE MEASURED IN LINEAR FEET OF PILES INSTALLED AND ACCEPTED FOR THE WALL.

THE QUANTITY OF LAGGING WILL BE MEASURED IN SQUARE FEET INSTALLED AND ACCEPTED AS MEASURED BY THE TOTAL AREA OF LAGGING AS MEASURED THROUGH ALL WALL ELEMENTS, WITHOUT DEDUCTIONS FOR GAPS BETWEEN LAGGING, PILES, ETC.

BASIS OF PAYMENT

THE QUANTITIES WILL BE PAID FOR, AT THE CONTRACT UNIT PRICES BID FOR THE ITEMS LISTED BELOW, WHICH PRICES AND PAYMENTS SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS AND DOING ALL THE WORK HEREIN PRESCRIBED IN A WORKMANLIKE AND ACCEPTABLE MANNER, INCLUDING ALL LABOR, TOOLS, EQUIPMENT, SUPPLIES, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK. THE COST OF DRILLING, CONCRETE, AND PAINTING SHALL BE INCLUDED IN THE PRICE BID FOR THE PILES. PAYMENT WILL BE MADE AFTER RECEIVING AND ACCEPTING THE RECORD OF PILING INSTALLATION AS DESCRIBED IN SECTION 614.4.

ACCESS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS AND METHODS USED TO CONSTRUCT THE PILE WALL. ANY TEMPORARY GRADING, AGGREGATE, DRAINAGE, SHEETING, ETC. NEEDED FOR ACCESS TO THE WORK AREA SHALL BE INCLUDED IN THE BID PRICE FOR THE PILE WALL.

ROAD REPAIR

THIS PROJECT IS A SLIDE REPAIR JOB. WHEN THE PROJECT WAS DESIGNED THE AMOUNT OF ROADWAY TO BE EXCAVATED AND REPAIRED AS CALLED FOR IN THE PROJECT PLANS WAS ESTIMATED TO BE ADEQUATE. HOWEVER, THIS IS CONSTANTLY MOVING SLIDE AND BY THE TIME THE CONTRACTOR BEGINS WORK ON THIS PROJECT THE EXISTING ROAD MAY HAVE SLID EVEN MORE. THE QUANTITY OF MATERIALS NEEDED TO REPAIR THE SLIDE FAILURE MAY NEED TO BE FIELD ADJUSTED BY THE ENGINEER AFTER THE PROJECT BEGINS.

ITEM 607 GUARDRAIL

THIS WORK SHALL CONSIST OF THE CONSTRUCTION OR RECONSTRUCTION OF GUARDRAIL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES AND GRADES SHOWN ON THE PLANS OR ESTABLISHED BY THE ENGINEER. THE CONSTRUCTION OF THE GUARDRAIL SHALL INCLUDE THE COMPLETE FURNISHING, ASSEMBLING AND ERECTING OF ALL COMPONENT PARTS AND MATERIALS AT THE LOCATION SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

ITEM 211.2.2 ROCK BORROW EXCAVATION

THE ROCK BORROW EXCAVATION MATERIAL SHALL BE PLACED AS BACKFILL BEHIND THE WALL, AS SHOWN ON THE PLANS. IT IS INTENDED TO USE SUITABLE EXCAVATED MATERIAL (SOIL, ROCK, SOFT SHALE, ETC.) WHICH MEETS THE CRITERIA OUTLINED IN WVDOT STANDARD SPECIFICATIONS SECTION 207.7.3.2.3 AND SECTION 716.1.1.

DRAWN BY
HC
CHECKED BY
JG

GENERAL NOTES

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR

2
81

ITEM 6.36 — MAINTAINING TRAFFIC

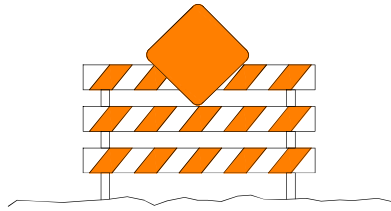
THE ROAD WILL BE CLOSED FOR A MAXIMUM OF 60 DAYS. LOCAL TRAFFIC WILL BE DETOURED.

THE CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN ALL NECESSARY BARRICADES, SUITABLE AND SUFFICIENT LIGHTS, DANGER SIGNALS, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND SAFETY OF THE PUBLIC. THE ROADWAYS IS TO BE CLOSED TO TRAFFIC AND SHALL BE PROTECTED BY EFFECTIVE BARRICADES, AND OBSTRUCTIONS SHALL BE ILLUMINATED DURING HOURS OF DARKNESS. SUITABLE WARNING SIGNS SHALL BE PROVIDED TO PROPERLY CONTROL AND DIRECT TRAFFIC.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH SECTION 6.36 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE WVDOT, 2006 EDITION, MANUAL ON TEMPORARY TRAFFIC CONTROL FOR STREETS AND HIGHWAYS, AND THE PROVISIONS OF 715.9.

PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR 6.36, MAINTAINING TRAFFIC.

MOUNTING ON TYPE III BARRICADES

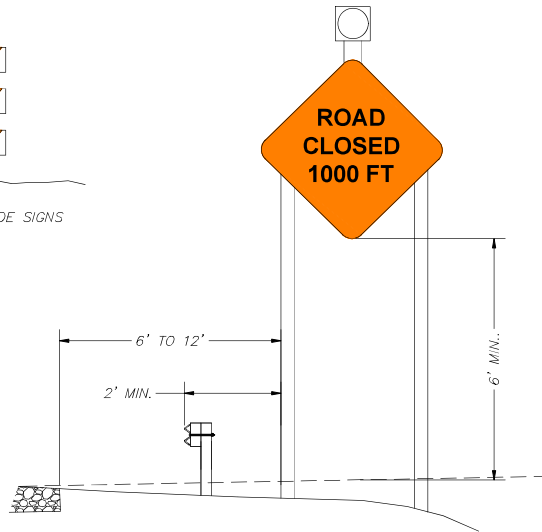


LOCATION OF WARNING SIGN

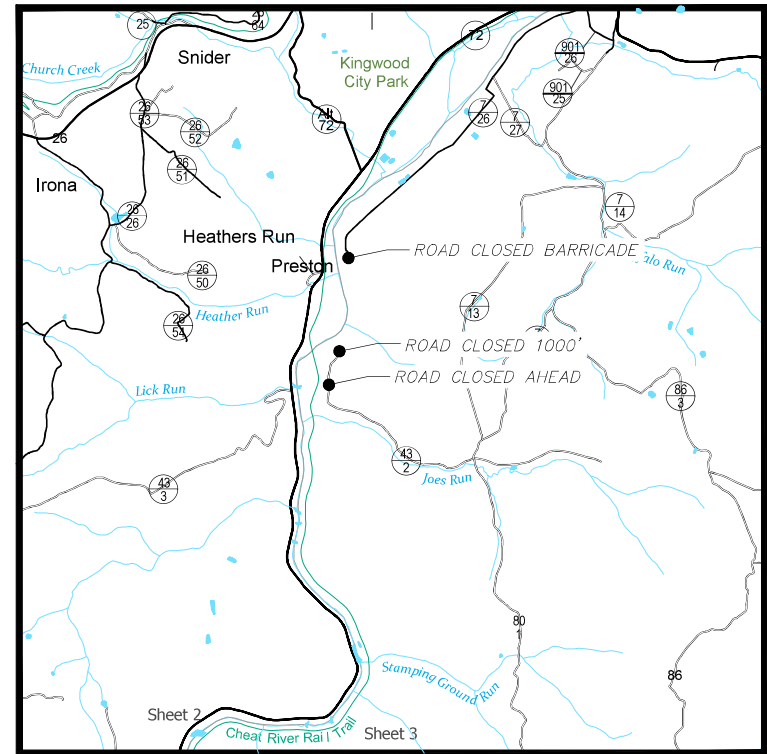


LOCATION OF REGULATORY AND GUIDE SIGNS

TYPE "B" LIGHT
(OPTIONAL)



ROADSIDE SIGN — RURAL DISTRICT



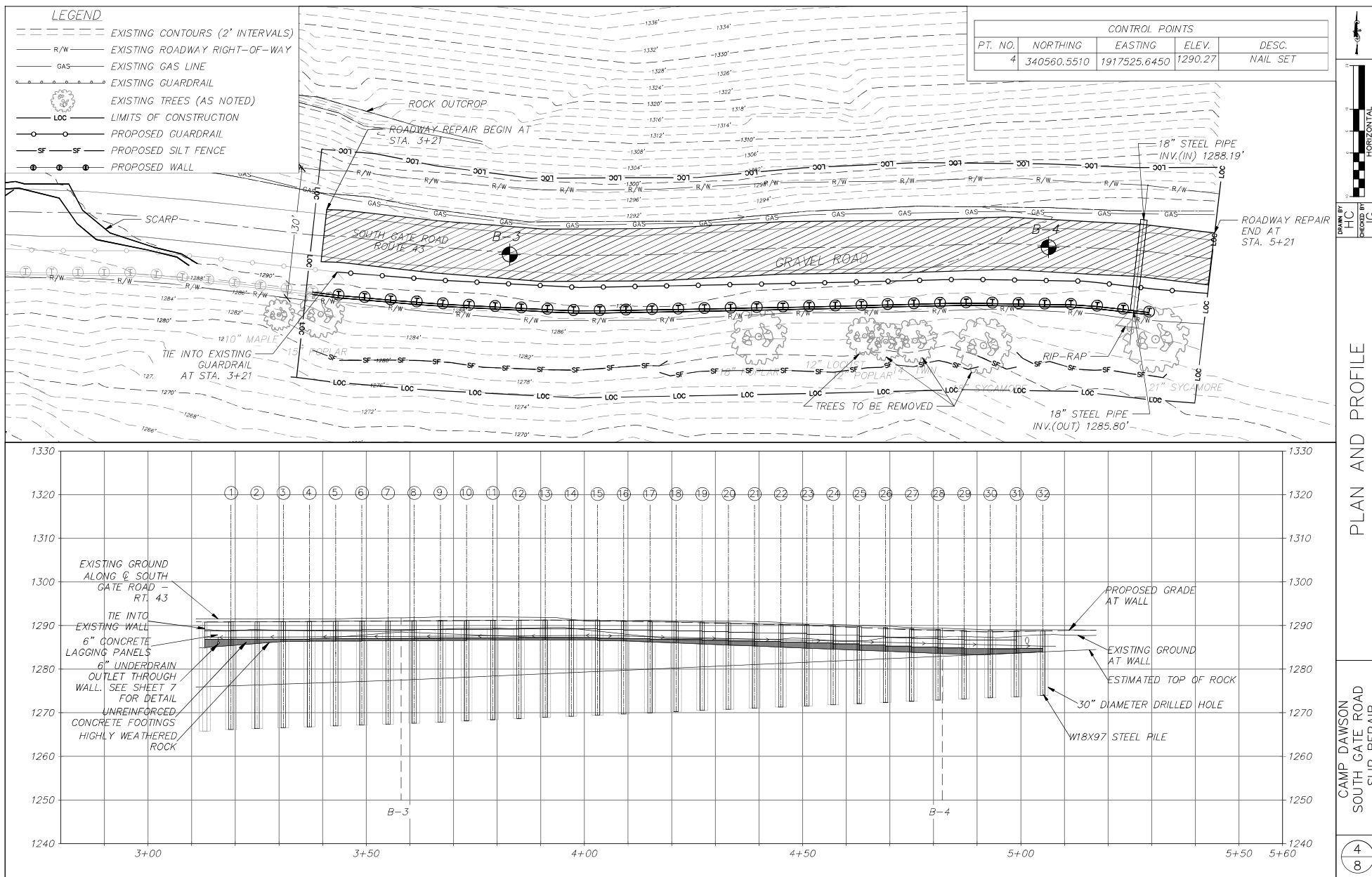
SCALE: 1" = 2000'



W20-3
48" X 48"

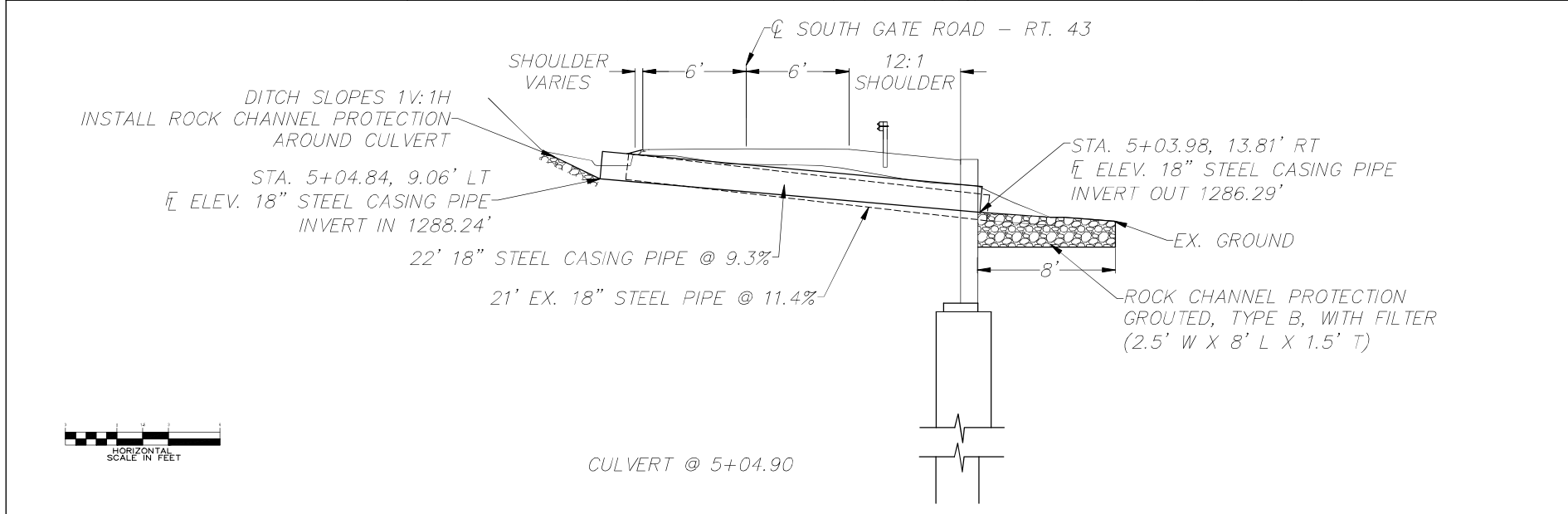
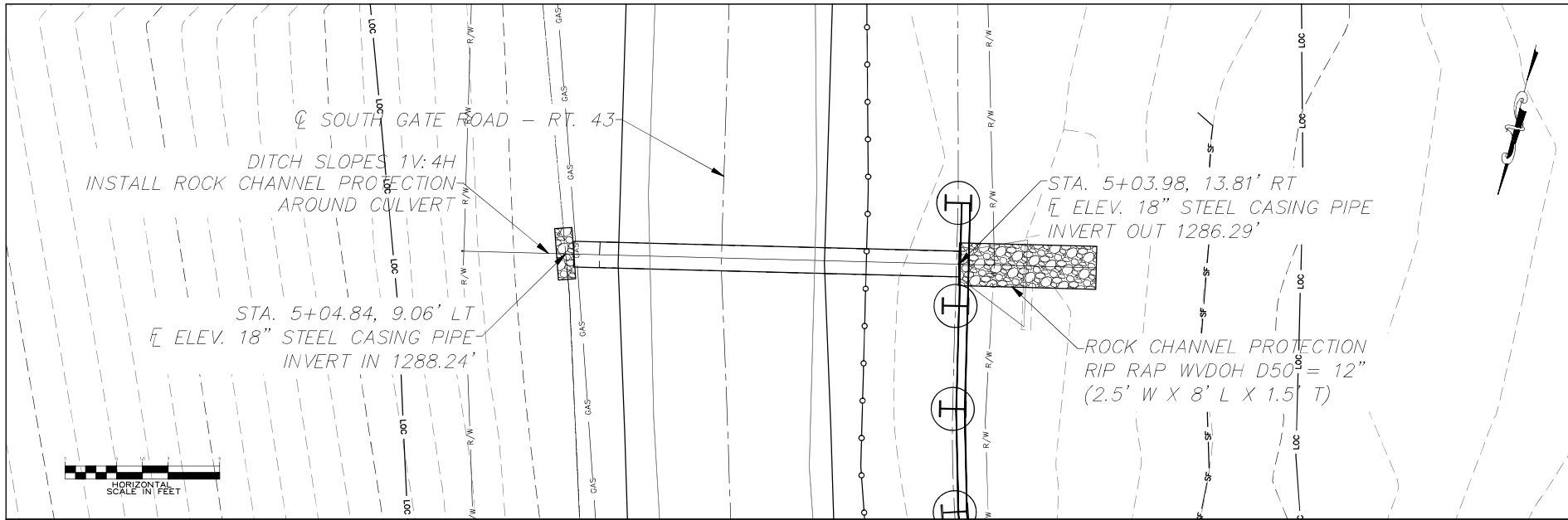


R11-2
48" X 30"





PILE WALL SUMMARY												
PILE NO.	WALL STATION	RT. 43 OFFSET		NORTHING	EASTING	TOP OF PILE/LAGGING ELEV.	TOP OF CONCRETE ELEV.	BOTTOM OF LAGGING ELEV.	BOTTOM OF CONCRETE ELEV.	APPROX. TOP OF ROCK ELEV.	DRILLED HOLE: 30" DIA.	ITEM 614001-220 : W18X97 STEEL PILE
1	3+19	3+22.30	13.38' RT	340675.0268	1917480.0722	1290.9	1288.7	1286.9	1266.2	1276.2	22.5	24.7
2	3+25	3+28.30	13.25' RT	340669.2303	1917481.6182	1290.9	1289.1	1286.9	1266.4	1276.4	22.7	24.5
3	3+31	3+34.29	13.09' RT	340663.4340	1917483.1684	1290.9	1288.9	1286.9	1266.6	1276.6	22.3	24.3
4	3+37	3+40.29	12.91' RT	340657.6437	1917484.7409	1290.9	1288.8	1286.9	1266.8	1276.8	22.0	24.1
5	3+43	3+45.85	12.77' RT	340651.8737	1917486.3855	1291.0	1288.7	1287.0	1267.0	1277.0	21.7	24.0
6	3+49	3+51.85	12.61' RT	340646.1342	1917488.1345	1291.0	1288.7	1287.0	1267.2	1277.2	21.5	23.8
7	3+55	3+57.85	12.44' RT	340640.3992	1917489.8978	1291.0	1288.7	1287.0	1267.4	1277.4	21.3	23.6
8	3+61	3+63.84	12.27' RT	340634.6644	1917491.6549	1291.1	1289.0	1287.1	1267.6	1277.6	21.4	23.5
9	3+67	3+68.80	12.24' RT	340628.9249	1917493.4038	1291.1	1289.1	1287.1	1267.9	1277.9	21.2	23.2
10	3+73	3+74.79	12.56' RT	340623.1985	1917495.1913	1291.1	1289.3	1287.1	1268.1	1278.1	21.2	23.0
11	3+79	3+80.79	12.59' RT	340617.5650	1917497.2402	1291.2	1289.4	1287.2	1268.4	1278.4	21.0	22.8
12	3+85	3+86.79	12.52' RT	340611.9653	1917499.3953	1291.2	1289.3	1287.2	1268.7	1278.7	20.6	22.5
13	3+91	3+92.79	12.44' RT	340606.3657	1917501.5503	1291.2	1289.5	1287.2	1268.9	1278.9	20.6	22.3
14	3+97	3+98.18	12.58' RT	340600.7661	1917503.7053	1291.2	1289.4	1287.2	1269.2	1279.2	20.2	22.0
15	4+03	4+04.17	12.80' RT	340595.1664	1917505.8603	1291.2	1288.7	1287.2	1269.5	1279.5	19.2	21.7
16	4+09	4+10.17	13.00' RT	340589.5712	1917508.0269	1291.1	1288.1	1287.1	1269.7	1279.7	18.4	21.4
17	4+15	4+16.17	13.20' RT	340583.9764	1917510.1943	1291.0	1287.5	1287.0	1270.0	1280.0	17.5	21.0
18	4+21	4+22.16	13.41' RT	340578.3815	1917512.3617	1290.9	1287.0	1286.9	1270.3	1280.3	16.7	20.6
19	4+27	4+28.73	13.38' RT	340572.7812	1917514.5149	1290.8	1286.9	1286.8	1270.5	1280.5	16.4	20.3
20	4+33	4+34.73	13.32' RT	340567.1903	1917516.6925	1290.6	1286.9	1286.6	1270.8	1280.8	16.1	19.8
21	4+39	4+40.73	13.25' RT	340561.5823	1917518.8856	1290.5	1286.9	1286.5	1271.0	1281.0	15.9	19.5
22	4+45	4+46.73	13.16' RT	340556.0245	1917521.0882	1290.3	1286.9	1286.3	1271.3	1281.3	15.6	19.0
23	4+51	4+52.48	13.12' RT	340550.4386	1917523.2785	1290.2	1287.0	1286.2	1271.6	1281.6	15.4	18.6
24	4+57	4+58.48	13.16' RT	340544.8524	1917525.4687	1290.0	1286.6	1286.0	1271.8	1281.8	14.8	18.2
25	4+63	4+64.48	13.23' RT	340539.2547	1917527.6277	1289.8	1286.5	1285.8	1272.1	1282.1	14.4	17.7
26	4+69	4+70.48	13.50' RT	340533.5913	1917529.6078	1289.5	1287.2	1285.5	1272.4	1282.4	14.8	17.1
27	4+75	4+77.66	13.54' RT	340527.9178	1917531.5602	1289.3	1287.2	1285.3	1272.6	1282.6	14.6	16.7
28	4+81	4+83.65	13.31' RT	340522.2443	1917533.5126	1289.0	1287.4	1285.0	1272.9	1282.9	14.5	16.1
29	4+87	4+89.65	13.06' RT	340516.5784	1917535.4865	1288.9	1287.4	1284.9	1273.2	1283.2	14.2	15.7
30	4+93	4+95.55	13.12' RT	340510.8081	1917537.1645	1288.8	1287.3	1284.8	1273.4	1283.4	13.9	15.4
31	4+99	5+01.53	13.53' RT	340504.9707	1917538.5523	1288.8	1287.5	1284.8	1273.7	1283.7	13.8	15.1
32	5+05	5+08.49	13.68' RT	340499.1353	1917539.9480	1288.8	1287.9	1284.8	1274.0	1284.0	13.9	14.8
TOTALS											580.3	657.0

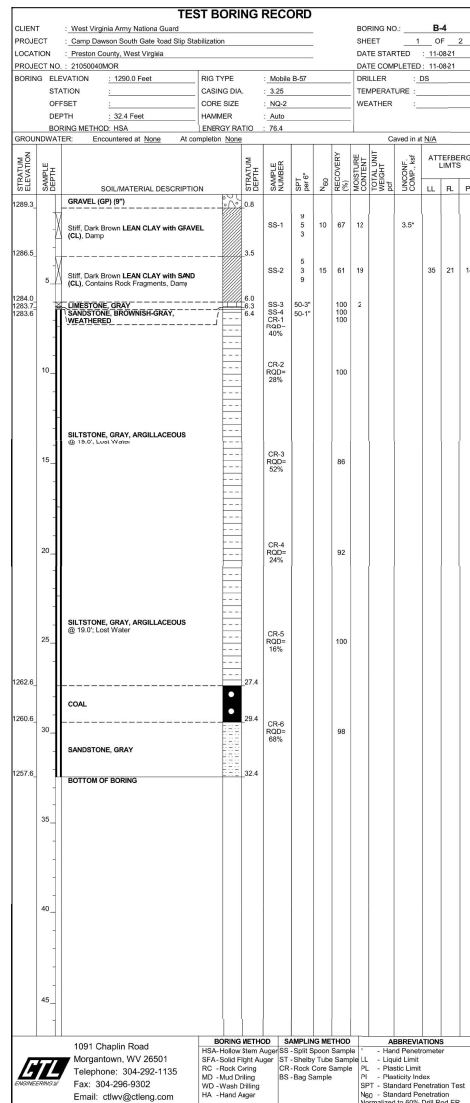
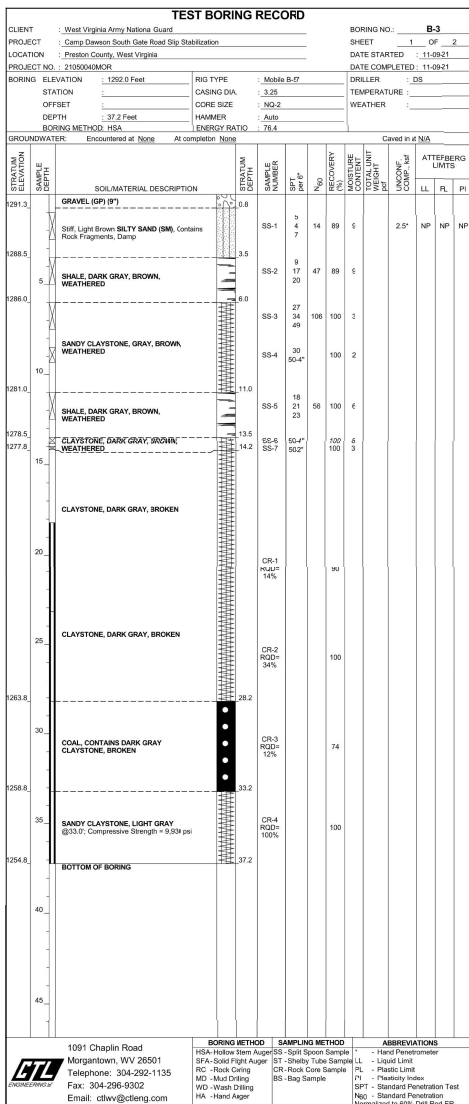


DRAWN BY
HC
CHECKED BY
JG

CULVERT DETAIL

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR





DRAWN BY
HC
CHECKED BY
JG

BORING LOGS

CAMP DAWSON
SOUTH GATE ROAD
SLIP REPAIR



EXHIBIT A- BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1707 Coonskin Drive
Charleston, WV 25311

1.02 FOR:

- A. Project: Camp Dawson South Gate Road Slip
Stabilization Construction
1001 Army Road
Kingwood, WV 26537

1.03 DATE: 09/12/2023 (BIDDER TO ENTER DATE)

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

- A. Bidder's Full Name The Dirt Doctor, Inc.
1. Address 6341 Talbott Rd
2. City, State, Zip Belington, WV 26250

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by CTL Engineering of West Virginia, Inc., for the above project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: Four-Hundred Sixty-Five Thousand One-Hundred Twenty-Four 40/100 dollars
(\$ 465,124.40), in lawful money of the United States of America.
- C. Alternate No. 1 (To repair and stabilize an additional 0.15 acres at the site): ADD
Three-Hundred Seventy-Four Thousand One-Hundred Fifty-Five 30/100 dollars
(\$ 374,155.30), in lawful money of the United States of America.
- D. We have included the required security deposit as required by the Instruction to Bidders.

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. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 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 09/05/2023.
 2. Addendum # Dated .
 3. Addendum # Dated .
 4. Addendum # Dated .

1.08 BID FORM SIGNATURE(S)

- A. 

Camp Dawson South Gate Road Slip Stabilization		Bid Form
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EXHIBIT A- BID FORM

B. (Bidder - print the full name of your firm)

C. The Dirt Doctor, Inc.

D. (Authorized signing officer, Title) Joseph Williams, President

1.09 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

Camp Dawson South Gate Road Slip Stabilization		Bid Form
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BID BOND

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

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY


Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 13th day of April 2022.

Attest: 
Melanie A. Coppola, Secretary

American Southern Insurance Company


Scott G. Thompson, President

STATE OF GEORGIA

SS:

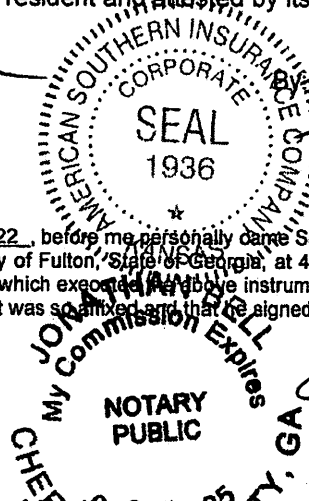
COUNTY OF FULTON

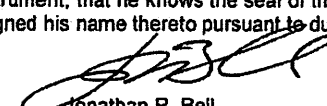
On this 13th day of April 2022, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

COUNTY OF FULTON




Jonathan R. Bell
Notary Public, State of Georgia
Qualified in Cherokee County
Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 12th day of September 2023.

Power No. 54158


John R. Huot
Vice President

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2022

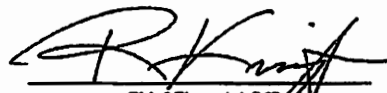
ASSETS		LIABILITIES	
Bonds	\$94,493,205	Reserve for Losses and Loss Expense	\$54,545,500
Stocks	16,560,329	Reserve for Unearned Premiums	25,534,247
Cash & Cash Equivalents	16,937,413	Reserve for Expenses, Taxes, Licenses and Fees	8,379,501
Agents Balances	11,191,552	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	5,104,759	Other Liabilities	2,531,551
		Total Liabilities	\$91,264,002
		POLICYHOLDERS' SURPLUS	
		Capital Stock	3,800,000
		Surplus	50,023,256
		Total Policy holders' Surplus	\$53,023,256
Total Assets	\$144,287,258	Total Liabilities and Policyholders' Surplus	\$144,287,258

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.


President


Chief Financial Officer

State of Georgia
County of Fulton

On the 21st day of February 2023, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.


Melonie Coppola, Notary Public
My Commission Expires, May 17, 2026





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

I, Charles J. Lewis, after being first duly sworn, depose and state as follows:

1. I am an employee of The Dirt Doctor, Inc; and,
 (Company Name)
2. I do hereby attest that The Dirt Doctor, 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: Charles J. Lewis

Signature: Charles J. Lewis

Title: CFO

Company Name: The Dirt Doctor, Inc

Date: 9/12/2023

STATE OF WEST VIRGINIA,

COUNTY OF Upshur, TO-WIT:

Taken, subscribed and sworn to before me this 12 day of September, 2023.

By Commission expires 10/15/2023

(Seal)



[Signature]
 (Notary Public)



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 actual 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 a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV059921

CLASSIFICATION:

EXCAVATION
SPECIALTY

THE DIRT DOCTOR INC
DBA THE DIRT DOCTOR INC
6341 TALBOTT RD
BELINGTON, WV 26250

DATE ISSUED

AUGUST 03, 2023

EXPIRATION DATE

AUGUST 03, 2024

Chair, West Virginia Contractor
Licensing Board

Authorized Signature



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-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.