



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

Solicitation

NUMBER
DEP16198

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Thaxton Construction Co., Inc.
 P.O. Box 13279
 Charleston, WV 25360

SHIP TO

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

DATE PRINTED
04/04/2013

BID OPENING DATE: 05/15/2013 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		1,288,715.00
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>REQUEST FOR SOLICITATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 15-ACRE ABANDONED MINE PROJECT KNOWN AS THE "STOWE REFUSE PILE" PROJECT. THE SITE IS LOCATED AT STOWE, WEST VIRGINIA, (LOGAN CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD. PREBID WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>THE PRE-BID MEETING DESCRIBED IN THIS SOLICITATION WILL INCLUDE A SITE VISIT OF RESTRICTED ACCESS AREAS. DUE TO THE ACCESS LIMITATIONS, ALL VENDORS MUST BE PRESENT AT THE PRE-BID MEETING AT THE TIME THE SITE VISIT OF THE RESTRICTED ACCESS AREA COMMENCES. ANY VENDOR NOT PRESENT AT THE PRE-BID MEETING WHEN THE SITE VISIT OF THE RESTRICTED ACCESS AREA BEGINS WILL BE DEEMED TO HAVE MISSED THE PRE-BID MEETING.</p> <p>DIRECTIONS TO PREBID:</p> <p>FOLLOW I-64 TO EXIT 58A IN CHARLESTON, WV. TAKE THE OAKWOOD ROAD EXIT (58A) AND TRAVEL SOUTH ON RT. 119 (CORRIDOR G). TRAVEL SOUTH ON CORRIDOR G TO LOGAN AND</p>						

05/15/13 01:22:46 PM
 West Virginia Purchasing Division

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE 984-2299	DATE 5/15/13
TITLE Vice President	FEIN 55-0743840	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>EXIT RIGHT TO RT. 73 JUST PAST THE MALL ENTRANCE AND STOPLIGHT. FOLLOW THE RT. 73 TO RT. 10. BEAR RIGHT ON RT. 10 SOUTH TO MAN, WV AND TURN LEFT (NORTH) ONTO CO. RT. 16 (BUFFALO CREEK RD.). TRAVEL NORTH ON RT. 16 APPROXIMATELY 9 1/2 MILES TO THE COMMUNITY OF STOWE, WV. TURN LEFT ACROSS A BRIDGE ONTO OLD STOWE RD. (COUNTY RT. 16/24) AND TRAVEL APPROXIMATELY 1/2 MILE TO THE SITE ON THE RIGHT.</p> <p>CONTACT & PHONE #: ROGER EARLE, 304-926-0499 EXT.1475</p> <p>PLANS & SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS: 1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML & R, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD. 2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST. ***** THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS. *****</p> <p>*****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2013) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV</p>						

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***** (1) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (2) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.						

SIGNATURE	TELEPHONE	DATE
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP16198 ***** TOTAL:						\$1,288,715.00

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE 984-2299	DATE 5/15/13
TITLE Vice President	FEIN 55-0743840	ADDRESS CHANGES TO BE NOTED ABOVE

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

04/24/2013 at 10:00 AM

Stowe, WV
Logan County

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

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

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline:

Submit Questions to:

 Fax:
 Email:

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

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

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

SEALED BID

BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

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

BID TYPE: [] Technical
 [] Cost

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

Bid Opening Date and Time:

05/15/2013 at 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance:
 or more.

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

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

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

[]

[]

[]

[]

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

two hundred fifty dollars (\$250.00)	for	each day of delay.
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This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

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

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

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

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

Contractor's Name: Thaxton Construction Co., Inc.

Contractor's License No. WV025029

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

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

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

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractors will be used if the bidder will perform the work

d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

Instructions for Completing AML Contractor Form OMB #1029-0119¹

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

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

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

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

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

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

Part D:

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

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

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

OMB #1029-0119
Expiration Date: 1/31/16

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16. When possible, please type your information onto this form to reduce errors on our end. **NOTE: Signature and date this form is signed must be recent (within the last month) to be considered for a current bid**

Part A: General Information

Business Name: Thaxton Construction Co., Inc. Tax Payer ID No.: 55-0743840
Address: P.O. Box 13279
City: Charleston State: WV Zip Code: 25360 Phone: 984-2299
Fax No.: 984-2334 E-mail address: thaxtonconstruction@gmail.com

Part B: Legal Structure

Corporation Sole Proprietorship Partnership LLC
 Other (please specify) _____

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, Kelley D. Thaxton, have the express authority to certify that:
(print name)

1. Information on the attached Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. _____ Part of the information on the attached Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. _____ Our business currently is not listed in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

5/15/13
Date

Kelley D. Thaxton Vice President
Signature Title

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at <https://avss.osmre.gov>.

Part D.

Contractor's Business Name: _____

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

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

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

PAPERWORK REDUCTION STATEMENT

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

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



U.S. Department of the Interior Office of Surface Mining Applicant/Violator System

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Entity Number: 141839

Show Results: ▼

Entity Name: Thaxton Construction Company Incorporated

Find By Entity #, Bus. Name, Last Name Fast

* **First Name:**

Entity#

EName

FName

Middle

LCK

EType

141839

Thaxton Construction Company Incorporated

N

Business

[Select](#)

Middle Name:

Alias:

Tax ID:

Memo: AML CONTRACTOR

Created: 7/3/1996

Updated: 10/17/2007

Source: lcox@osmre.gov

Entity Type: Business

Locked: N

[Addresses](#) [Relationships](#) [Applications](#) [Permits](#) [Comments](#)

Parent	Entity	SubEntity	Name	Desc.	% Own	begin	End	Hold	HoldSrc	Create	Update	ExtDesc	By
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	President	0	3/1/2001		None		10/23/2002	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	Shareholder	100	8/1/1995		None		7/3/1996	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	Treasurer	0	3/1/2001		None		10/23/2002	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141842	Thaxton Kelley	Secretary	0	8/1/1995		None		7/3/1996	7/3/1996		avsky033
141839	Thaxton Construction Company Incorporated	141842	Thaxton Kelley	Vice President	0	3/1/2001		None		10/23/2002	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141844	Wilkinson Chester	Corporate Officer	0	8/1/1995		None		7/3/1996	7/3/1996		avsky033
141839	Thaxton Construction Company Incorporated	141845	Thaxton Lester	Corporate Officer	0	8/1/1995		None		7/3/1996	7/3/1996		avsky033
141839	Thaxton Construction Company Incorporated	141840	Thompson Allen	President	0	8/1/1995	3/1/2001	None		7/3/1996	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141840	Thompson Allen	Shareholder	75	8/1/1995	3/1/2001	None		7/3/1996	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	Vice President	0	8/1/1995	3/1/2001	None		7/3/1996	10/23/2002		avsky033



U.S. Department of the Interior Office of Surface Mining Applicant/Violator System

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Entity Number: 141839

Show Results: 10 ▼

Entity Name: Thaxton Construction Company Incorporated

Find By Entity #, Bus. Name, Last Name Fast

* **First Name:**

Entity#

EName

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Middle

LCK

EType

Middle Name:

141839

Thaxton Construction Company Incorporated

N

Business

[Select](#)

Alias:

Tax ID:

Memo: AML CONTRACTOR

Created: 7/3/1996

Updated: 10/17/2007

Source: lcox@osmre.gov

Entity Type: Business

Locked: N

Addresses Relationships Applications Permits Comments

Parent	Entity	SubEntity	Name	Desc.	% Own	begin	End	Hold	HoldSrc	Create	Update	ExtDesc	By
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	President	0	3/1/2001		None		10/23/2002	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	Shareholder	100	8/1/1995		None		7/3/1996	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	Treasurer	0	3/1/2001		None		10/23/2002	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141842	Thaxton Kelley	Secretary	0	8/1/1995		None		7/3/1996	7/3/1996		avsky033
141839	Thaxton Construction Company Incorporated	141842	Thaxton Kelley	Vice President	0	3/1/2001		None		10/23/2002	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141844	Wilkinson Chester	Corporate Officer	0	8/1/1995		None		7/3/1996	7/3/1996		avsky033
141839	Thaxton Construction Company Incorporated	141845	Thaxton Lester	Corporate Officer	0	8/1/1995		None		7/3/1996	7/3/1996		avsky033
141839	Thaxton Construction Company Incorporated	141840	Thompson Allen	President	0	8/1/1995	3/1/2001	None		7/3/1996	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141840	Thompson Allen	Shareholder	75	8/1/1995	3/1/2001	None		7/3/1996	10/23/2002		avsky033
141839	Thaxton Construction Company Incorporated	141841	Thaxton Garland	Vice President	0	8/1/1995	3/1/2001	None		7/3/1996	10/23/2002		avsky033

Stowe Refuse Piles - Rev. 2.0

DEP16198
Contractor's Bid Sheet

Company Name: Thaxton Construction Co., Inc.

Address: P.O. Box 13279

Charleston, WV 25360

NOTE: The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	LS	Mobilization and Demobilization (Limited to 5% of Total Bid)	LS	30,000.00
2.0	1	LS	Construction Layout Stakes (Limited to 3% of Total Bid)	LS	10,000.00
3.0	1	LS	Quality Control (Limited to 2% of Total Bid)	LS	20,000.00
4.1	1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	40,000.00
4.2	625	LF	Old Stowe Road Pavement Repair (CR 16/24)	60.00	37,500.00
4.3	775	LF	Old Stowe Road Pavement Overlay (CR 16/24)	70.00	54,250.00
4.4	1800	LF	Cemetery Access Road Rehabilitation	40.00	72,000.00
5.1	2	EA	Stabilized Construction Entrance	5000.00	10,000.00
5.2	3	EA	Sediment Trap	4000.00	12,000.00
5.3	1280	LF	Temporary Ditch	10.00	12,800.00
5.4	3470	LF	Silt Fence	20.00	69,400.00
5.5	2360	LF	Wattles	10.00	23,600.00
5.6	8	EA	Wattle Check Dam	500.00	4,000.00
5.7	37	EA	Rock Check Dam	1000.00	37,000.00
6.0	13	AC	Revegetation (per plan view acre)	3000.00	39,000.00
7.1	1471	LF	2H:1V Grouted Rip Rap Trapezoidal Channel - 8 ft. BW	130.00	191,230.00
7.2	553	LF	1.5-2H:1V Grouted Rip Rap Trapezoidal Channel - 8 ft. BW	130.00	71,890.00
7.3	597	LF	2H:1V Grouted Rip Rap Trapezoidal Channel - 2 ft. BW	70.00	41,790.00
7.4	469	LF	2H:1V Rip Rap Trapezoidal Channel - 2 ft. BW	70.00	32,830.00
7.5	2104	LF	2H:1V Vegetated Trapezoidal Channel - 2 ft. BW	50.00	105,200.00
7.6	748	LF	1.5 - 2H:1V Vegetated Trapezoidal Channel - 2 ft. BW	50.00	37,400.00
7.7	1185	LF	2H:1V Vegetated Vee Channel	20.00	23,700.00
7.8	4	EA	Low Water Crossing	1000.00	4,000.00
7.9	20	EA	Concrete Anti-Seep Barrier	1000.00	20,000.00
7.10	350	LF	36" Diameter HDPE Pipe	200.00	70,000.00
7.11	60	LF	18" Diameter HDPE Pipe	75.00	4,500.00
8.1	20625	CY	Unclassified Excavation	5.00	103,125.00
8.2	10.5	AC	Soil Cover (per plan view acre)	3000.00	31,500.00
8.3	1000	CY	Rock Fill	60.00	60,000.00
10.1	100	LF	Under-drain	100.00	10,000.00
10.2	100	LF	12" Diameter SDR 35 Solid PVC Conveyance Pipe	100.00	10,000.00
TOTAL					\$1288715.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Thaxton Construction Co., Inc. of Sissonville
of P.O. Box 13279, Charleston, WV 26360, as Principal, and International Fidelity Insurance Company
of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey
with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five percent of the total amount bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Reclamation of 15-acre abandoned mine project known as the "Stowe refuse pile" project located in Stowe
West Virginia

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
15th day of May, 2013.

Principal Corporate Seal

Thaxton Construction Co., Inc. of Sissonville
(Name of Principal)

By: *Barbara D. Thaxton*
(Must be President or Vice President)

President
(Title)

Surety Corporate Seal

International Fidelity Insurance Company
(Name of Surety)

By: *[Signature]*
Attorney-in-Fact

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

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYB-SMALLEY, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN HUBBARD-SHERROD

Charleston, WV.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or 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 and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



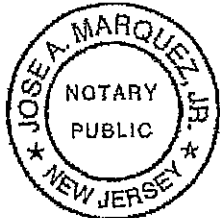
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of May, 2013

Assistant Secretary



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

STATE OF West Virginia

COUNTY OF Kanawha TO-WIT:

I, Kelley D. Thaxton, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with *West Virginia Code §21-1D-5*.

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

Thaxton Construction Co., Inc.
(Company Name)

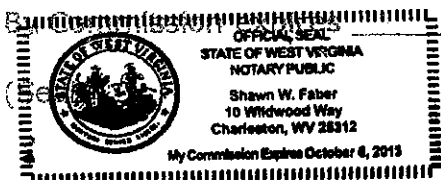
By: Kelley D. Thaxton

Title: Vice President

Date: 5/15/13

Taken, subscribed and sworn to before me this 15th day of May, 2013.

Oct. 6, 2013



Shawn W. Faber
(Notary Public)

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

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the 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 West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Thaxton Construction Co., Inc.

Authorized Signature: *Kelley D. Thaxton* Date: 5/15/13

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15th day of May, 2013.

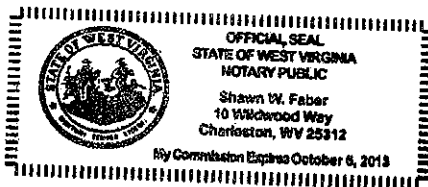
My Commission expires Oct. 6, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

Shawn W. Faber

Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

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

Thaxton Construction Co., Inc.

(Company)

Kelley D. Thaxton

(Authorized Signature)

Kelley D. Thaxton, Vice President

(Representative Name, Title)

(304)984-2299 984-2334

(Phone Number) (Fax Number)

5/15/13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16198

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


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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

 Thaxton Construction Co., Inc.
 Company



 Authorized Signature

 5/15/13

 Date

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



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

Solicitation

NUMBER
DEP16198

PAGE
1

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

VENDOR

Thaxton Construction Co., Inc.
 P. O. Box 13279
 Charleston, W V 253604

SHIP TO

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

DATE PRINTED
05/07/2013

BID OPENING DATE: 05/15/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. ADDENDUM IS ISSUED TO PROVIDE VENDORS ANSWER TO QUESTIONS SUBMITTED REGARDING THE ORIGINAL SOLICITATION.		
				2. TO PROVIDE A COPY OF THE MANDATORY PRE-BID SIGN-IN SHEETS. QUESTIONS AND ANSWERS AND THE MANDATORY PRE-BID SIGN-IN SHEETS ARE ATTACHED.		
				3. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE 984-2299	DATE 5/15/13
TITLE Vice President	FEIN 55-0743840	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DEP16198
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answer to questions regarding the solicitation.
2. To attached a copy of the mandatory pre-bid sign-in sheets.
3. To provide Addendum Acknowledgement.

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

Terms and Conditions:

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

ATTACHMENT A

1. Questions and Answers page
2. Mandatory Pre-bid Sign-in Sheets

DEP16198
Stowe Refuse Pile
Addendum #1

- Item 1: The Contractor shall have 180 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.
- Item 2: Statement - The local Buffalo Creek Watershed Association has an interest in this project, and may observe construction activities from time to time.
- Item 3: Q - How will the gas line relocation be handled?
A - The relocation cost of the gas line will be reimbursed to the contractor at actual invoiced costs, after relocation, including any shut in charges. See section 15 on page 8 of the Construction Specifications.
- Item 4: Q - How will rock fill (bid item 8.3) be measured?
A - Rock fill is to be paid for at the unit price bid per cubic yard and measured by the average end area method. Refer to Section 8.0, Unclassified Excavation.
- Item 5: Q - Do cut and fill volumes balance?
A - The cut and fill volumes do not balance. Three waste/borrow sites are provided on the Plans to accommodate excess material. (It is anticipated that the cut volume will be larger than the fill volume.)
- Item 6: Q - Who owns the property?
A - Ark Land KH, Inc. and Robin Land Co.
- Item 7: Q - Can sandstone be used for this project?
A - Either limestone or sandstone may be used, as long as the durability requirements are satisfied. Either product may be obtained from a commercial supplier, or from an off-site approved area.
- Item 8: Statement. On page 58 of the Construction Specifications, section 8.2.4, the last sentence regarding a sole source supplier can be removed.
- Item 9: Q - If sandstone can be used, can on site rock be used?
A - No. There is no known acceptable on site location, and stone is not to be obtained on site.
- Item 10: Q - Since it would be easier to measure the quantity of rock by using weight tickets, would that be possible?
A - No. Only the average end area method will be used for measurement purposes.
- Item 11: Q - What are the compaction and testing requirements?
A - As per section 7.3.1.2.2 on page 52 of the Construction Specifications, 95% compaction is required. This section also states that as a minimum, a compaction test shall be performed every 50 linear feet of channel, or one test per day if less than 50 feet of channel is constructed per day.

DEP16198
Stowe Refuse Pile
Addendum #1

- Item 12: Q - Will a WV Division of Highways inspector be on site during construction?
A - The contractor should assume that there will be a highways inspector on site, although the WVDEP cannot confirm if, or how often the inspector would be there. It is the contractor's responsibility to notify the WV Division of Highways in advance of road maintenance/rehabilitation activities, as per the MM-109 agreement.
- Item 13: Q - Will the WV Division of Highways charge the contractor for it inspector's time?
A - The WVDEP does not believe there will be any WVDOH inspector charges for this project. However, if there are any charges, the charges will be reimbursed at invoiced cost.
- Item 14: Q - Is there a fiber optic cable buried beside the road?
A - It is not known, but the contractor is responsible for notifying all local utilities before construction begins, and having all utilities located.
- Item 15: Q - Do the existing overhead utility lines (electric, phone, etc.) need to be relocated, and how will that be paid for?
A - There are a number of overhead utility poles along County Route 16/24 and the toe of the project. After the pre-bid conference and additional review, Civil Tech Engineering has recommended that the existing overhead utility line be relocated due to safety concerns and unknown variables, such as the burial depth of the existing poles. At this time, we anticipate that at least two (2) utility poles may require relocation. (For reference, these are pole no. 810C56 near station 7+50 and pole no. 810C55 near station 10+50.) The relocation cost of the overhead utilities lines will be reimbursed to the contractor at actual invoiced costs, after relocation. See section 15 on page 8 of the Construction Specifications. As mentioned in the Construction Specifications, the contractor is solely responsible to correctly locate all existing active utilities and take precautions to avoid damage to them.
- Item 16: Q - Can it be determined from the cross sections and/or surveying if the utility poles need to be relocated?
A - The overhead utility lines have been surveyed and are shown on the plans and cross sections. As mentioned above (Item 15), the overhead utility lines will need to be relocated.
- Item 17: Q - Could WVDEP pay for the utility line relocation before the project is started by the contractor?
A - No. The only way WVDEP can handle relocation costs is per section 15 on page 8 of the Construction Specifications, which allow for actual, invoiced costs to the contractor to be reimbursed.
- Item 18: Q - Will the number of construction days be increased if there are delays caused by any required utility relocations?
A - Yes, to the extent that required utility relocations delay the project, construction time may be added with prior written approval from the WVDEP. We do not anticipate any delays if the utility companies are notified in a timely manner.

DEP16198
Stowe Refuse Pile
Addendum #1

Item 19: Q - Have the utilities companies been contacted?

A - AEP (the local electric utility) was contacted after the pre-bid conference. The local water utility company was contacted prior to the pre-bid conference to find out the location of the waterline and sanitary sewer lines. No cost estimates for any utility relocations have been obtained. However, it is up to the Contractor to make the official contact and to integrate the utility relocation with the construction/reclamation schedule. If desired, we can request that AEP attend the pre-construction meeting with the successful bidder/contractor.

Item 20: Q - Can the road be shifted from the alignment shown on the construction drawings?

A - No, it is intended to be aligned as shown on the construction drawings.

Item 21: Q - What are the unclassified excavation quantities per baseline?

A - See the table below:

Baseline A-A	10,543 CY
Baseline B-B	3,590 CY
Baseline C-C	3,979 CY
Baseline D-D	103 CY
Baseline E-E	1,779 CY
Baseline F-F	158 CY
<u>Baseline G-G</u>	<u>473 CY</u>
Total	20,625 CY

Item 22: Q - Is there a waterline under the paved road?

A - Yes.

Item 23: Q - Does the rock barrier (proposed rock toe) go on top of the waterline?

A - No. It goes on the northern side of the roadway.

Item 24: Q - Who owns the gas line, and is it a high pressure line?

A - CNX Gas Co. WVDEP does not believe the line is a high pressure line, however, it is the contractor's responsibility to confirm this. Contact information for the utilities are provided on the plans.

Item 25: Q - Can water be diverted from one channel to another, or to the erosion feature while other channels are being constructed?

A - Please refer to the "Construction Sequence" notes on sheet 38. No other sequence of construction is approved. Any modification of the construction sequence provided must be approved in advance, in writing, by the WVDEP.

Item 26: Q - Is the pipe a metal pipe?

A - Yes.

Item 27: Q - Is 24" stone required at the low water crossing?

A - Yes.

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- Item 28: Q - Was a sub-surface investigation done on this project?
A - No.
- Item 29: Q - Was the gas line installed after the original reclamation project?
A - WVDEP does not have that information.
- Item 30: Q - Is there a required minimum work distance from the existing cemetery?
A - No. No work is proposed in areas that have not been previously disturbed.
- Item 31: Q - Can timber be windrowed or burned?
A - At this time, we do not anticipate any significant timber removal on this project. However, if timber is encountered, it should not be burned due to the potential for fire on a refuse pile. Timber eight (8) inches in diameter and larger shall be saw cut and stockpiled (per standard specification). Timber less than eight (8) inches will be chipped and utilized as mulch on the regraded/revegetated areas or as directed by the WVDEP.
- Item 32: Q - Does the road that runs through the project need to be restored?
A - Yes. Refer to Detail (1) and Detail (2) on sheet 36, which specifies four inches of stone and a layer of separation fabric.
- Item 33: Q - What if ATV's damage the project?
A - The Contractor will not be responsible for ATV damage if it occurs after project completion and final inspection.
- Item 34: Q - Can the channels be constructed with 18" riprap?
A - No, 24" riprap is required for all channels. If the question is regarding channel thickness; riprap channels will be constructed with a thickness of 24 inches. Refer to the Plans.
- Item 35: Q - Does most of the fill material come from the bottom of the project?
A - Yes.
- Item 36: Q - Where is the upper borrow area?
A - The upper borrow area is at the northeastern part of the project, and is shown on sheet 2.

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>FOSTER SUPPLY</u> Rep: <u>DERRICK SEARS</u> Email Address: <u>dsears@fostersupply.com</u>	<u>PO Box 488</u> <u>SCOTT DEPOT WV 25560</u>	PHONE <u>304-553-6505</u> TOLL FREE FAX <u>304-755-8280</u>
Company: <u>Mountaineer Infrastructure, LLC</u> Rep: <u>Matt Evans</u> Email Address: <u>mevans4@lycos.com</u>	<u>2376 Laneville Rd</u> <u>Dry Fork, WV 26263</u>	PHONE <u>304 290 7000</u> TOLL FREE FAX <u>304 866-4329</u>
Company: <u>Thaxton Construction Co, Inc.</u> Rep: <u>Dustin Thaxton</u> Email Address: <u>thaxtonconstruction@gmail.com</u>	<u>P.O. BOX 13279</u> <u>Charleston, WV 25360</u>	PHONE <u>304-484-2299</u> TOLL FREE FAX <u>304-484-2334</u>
Company: <u>EAGLE EXCAVATION, INC</u> Rep: <u>GEORGE FRESHOUR</u> Email Address: <u>ADAVE</u>	<u>P.O. BOX 218</u> <u>KENNA WV</u> <u>25248</u>	PHONE <u>(304) 372-4378</u> TOLL FREE FAX <u>(304) 372-4378</u>
Company: <u>Carpenter Reclamation</u> Rep: <u>Randey Carpenter</u> Email Address: <u>RCarpenter103@aol.com</u>	<u>PO Bx 13015</u> <u>Sissonville, WV 25360</u>	PHONE <u>304-984-1115</u> TOLL FREE FAX <u>984-2770</u>

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

Company: <u>EASTERN ARROW</u>	<u>PO BOX 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann Macowell</u>	<u>CHARLESTON WV</u>	TOLL FREE
Email Address: <u>easternarrow@hotmai.com</u>	<u>25364</u>	FAX <u>0256</u>
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50TH STREET</u>	PHONE <u>304 925 0253</u>
Rep: <u>DAVID H. BOWMAN</u>	<u>CHARLESTON WV</u>	TOLL FREE
Email Address: <u>DHB 722@hoo.com</u>	<u>25304</u>	FAX <u>304 925 9230</u>
Company: <u>JONES EXC. CO. INC.</u>	<u>1855 CHARVILLE</u>	PHONE <u>984 0498</u>
Rep: <u>R. Jones</u>	<u>Hghts. Char. W. Va</u>	TOLL FREE
Email Address: <u>RHS CAT AT Frontier.com</u>	<u>25312</u>	FAX <u>984 3028</u>
Company: <u>BARNES EXC. INC.</u>	<u>P.O. Box 13384</u>	PHONE <u>304-984-1725</u>
Rep: <u>Robert Barnes</u>	<u>Sissonville</u>	TOLL FREE
Email Address: <u>BARNES EXC@AOL.com</u>	<u>WV 25360</u>	FAX <u>304-984-0074</u>
Company: <u>Aspen Corporation</u>	<u>2400 Ruff Drive</u>	PHONE <u>304-763-4573</u>
Rep: <u>Ashley Atkins</u>	<u>Daniels WV 25832</u>	TOLL FREE
Email Address: <u>jatkins@aspengolf.com</u>		FAX <u>304-763-4591</u>

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Company: <u>DCI PHOTOS</u> Rep: <u>Robert Carterby</u> Email Address: <u>Bob.Carterby@DELSTATE.com</u>	<u>Box 1259</u> <u>Bluefield WV 25719</u>	PHONE <u>304-679-9768</u> TOLL FREE FAX <u>304-329-2037</u>
Company: <u>RONIE SPENCER INC</u> Rep: <u>IR SPENCER</u> Email Address: <u>RHS2@hughes.net</u>	<u>HC 74, Box 201</u> <u>STRANGE CREEK WV</u> <u>25063</u>	PHONE <u>304-364-8111 8626</u> TOLL FREE CELL <u>-644-8111</u> FAX <u>304-364-8273</u>
Company: <u>Smith Bros Exc.</u> Rep: <u>Stanley Smith</u> Email Address: _____	<u>729 Highway 149</u> <u>MANCHESTER KY 40962</u>	PHONE TOLL FREE FAX
Company: <u>Breakaway Inc.</u> Rep: <u>Doug Vincent</u> Email Address: <u>doug@breakawaywv.com</u>	<u>1075 Old Turnpike Rd</u> <u>Sutton WV 26601</u>	PHONE <u>765-5317</u> TOLL FREE FAX <u>765-5389</u>
Company: <u>Pineville Paving & Excavating</u> Rep: <u>Brandon Bradford</u> Email Address: <u>Kevin.bradford</u>	<u>P.O. Box 1290</u> <u>Pineville, WV 24874</u>	PHONE <u>304-732-8303</u> TOLL FREE FAX <u>304-732-7855</u>

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Company: <u>Hi-Tech Construction</u>	<u>South Charleston WV</u>	PHONE <u>304-746-0050</u>
Rep: <u>Mark Moss</u>		TOLL FREE <u>1-800-233-6809</u>
Email Address: <u>Janet@hitechconstruction.com</u>		FAX <u>304-746-4452</u>
Company: <u>WISMAN EXCAVATING</u>	<u>RT 1 Box 190 Liberty WV</u>	PHONE <u>304 586 3736</u>
Rep: <u>Brad Wisman</u>	<u>25124</u>	TOLL FREE
Email Address: _____		FAX <u>304 586 3780</u>
Company: <u>McCourt & Son Const.</u>	<u>2790 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>GARY Long</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wirefire.com</u>		FAX <u>304 765-5293</u>
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16198

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Thaxton Construction Co., Inc.

Company

Kelley D. Thaxton

Authorized Signature

5/15/13

Date

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