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

Solicitation

NUMBER
DEP16323

PAGE
1

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

*709045227 304-925-0253

GREEN MOUNTAIN COMPANY
511 50TH ST

CHARLESTON WV 25304

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ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

DATE PRINTED
09/25/2013

BID OPENING DATE: 11/12/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$ 1,558,000
<p>RECLAMATION: RESTORATION OF WATER</p> <p>REQUEST FOR QUOTATION</p> <p>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF ED-E DEVELOPMENT COMPANY INC. NOW UNDER THE REVOKED PERMIT S-10-81. THIS SITE CONSISTS OF APPROXIMATELY 9 ACRES AND IS LOCATED NEAR MORGANTOWN, WV MONONGALIA COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>DIRECTIONS TO PRE-BID: FROM THE INTERSECTION OF I-68 AND US ROUTE 119 SOUTH OF MORGANTOWN, FOLLOW US 119 SOUTH 7.6 MILES, TURN LEFT ON ROUTE 119/13 AND GO 1.2 MILES. TURN LEFT ON ROUTE 85 AND TRAVEL 0.1 MILES TO THE HAULROAD AND SITE ON RIGHT. OR FROM ROUTE 50 IN GRAFTON, FOLLOW US 119 NORTH APPROX 12 MILES, TURN ON RT 85 AND TRAVEL 0.1 MILES TO THE HAULROAD AND SITE ON RIGHT.</p>						

11/14/13 10:33:32AM
West Virginia Purchasing Division

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-925-0253	DATE 11/14/13
TITLE PRESIDENT	FEN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

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

*709045227 304-925-0253

GREEN MOUNTAIN COMPANY
 511 50TH ST

CHARLESTON WV 25304

VENDOR

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

SHIP TO

DATE PRINTED
09/25/2013

BID OPENING DATE: 11/12/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT & PHONE #:				DAVID MCCOY 304-457-4588, EXT. 43218		
PLANS & SPECS ON CD MAY BE OBTAINED BY REQUEST FROM THE WV DEPT OF ENVIRONMENTAL PROTECTION, OFFICE OF SPECIAL RECLAMATION, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL CANDICE STONE @ 304-457-4588 EXT.43288 OR 304-457-3219 TO REQUEST A COPY. ****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS *****						
***** THIS IS THE END OF RFQ DEP16323 ***** TOTAL:						\$ <u>1,558,000</u>

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-925-0253	DATE 11/14/13
TITLE PRESIDENT	FEIN 55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE

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

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:

Near Morgantown WV
Monongalia County

10/15/2013 at 10:00 AM

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: 10/18/2013

Submit Questions to: Frank Whittaker
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: 304-558-4115
 Email: frank.m.whittaker@wv.gov

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
 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: 11/12/2013 at 1:30 PM

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

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

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.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 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 of 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 100%. 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 and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**
\$2,000,000.00 or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- \$2,000,000.00 Aggregate
- \$2,000,000.00 Automobile Liability
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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

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
\$250.00 per day for each day of delay

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. [RESERVED]

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: GREEN MOUNTAIN COMPANY

Contractor's License No. WV 002057

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 AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **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.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:
 - i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original 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.



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

Solicitation

NUMBER
DEP16323

PAGE
1

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

*709045227 304-925-0253

GREEN MOUNTAIN COMPANY
 511 50TH ST

CHARLESTON WV 25304

VENDOR

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

SHIP TO

DATE PRINTED
11/06/2013

BID OPENING DATE: 11/14/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1) EXTEND THE BID OPENING DATE AND TIME.		
				2) PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS.		
				3) PROVIDE THE ATTACHED PRE-BID SIGN IN SHEET.		
				4) REVISE THE SPECIFICATIONS AND DRAWINGS.		
				THE REVISED SPECIFICATIONS & DRAWINGS ARE AVAILABLE UPON REQUEST BY CONTACTING DIANNA WRIGHT AT THE PHILIPPI OFFICE AT 304-457-4588 X 43276 OR 304-457-3219.		

SIGNATURE	<i>[Signature]</i>	TELEPHONE	304-925-0253	DATE	11/14/13
TITLE	PRESIDENT	FEIN	55-0580174	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: DEP16323
Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

The bid opening date and time are extended to 11/14/2013 at 1:30 pm

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

**Addendum #1 - Questions During Pre-Bid Conference
For DEP16323
Ed-E Development Co., Inc.
Permit S-10-81**

The following questions were identified at the Pre-Bid Conference (PBC) conducted on-site on October 15, 2013. The answers and clarifications provided herein take precedence over verbal answers at the PBC and previously provided specifications and descriptions provided in the Solicitation should there be any conflicts between the two.

LOCATION: *Treatment Site #1*

- Q1:** Are Item #3.0 Access Road Repair and Maintenance and Item #9.0 Incidental Stone the same thing or different?
- A1:** They are different items. Road Repair and Maintenance costs, including grading, pothole repair, ditching, etc. will be done for the amount placed under Bid Item #3.0. Any road surfacing needed in conjunction with Item #3.0 work can use Item #9.0, Incidental Stone.
- Q2:** Is this all limestone rock in Ditch A?
- A2:** All rock in Underdrain #1 is 3"-6" sandstone (Item #10.0). All rock in Ditch A is also sandstone (Item #11.0). Note that there is a rock size conflict in the specification for Ditch A. The correct size is 3"-6".
- Q3:** Do we install pipe under Ditch A?
- A3:** Ditch A will have a 60 mil HDPE liner placed on the bottom and near side, then a perforated 12" HDPE DR-17 pipe, then completed with rock to the final configuration shown on the plan. Note that the last 20 feet of the pipe before it connects to Vault A will be non-perforated. Ditch A typical detail is shown on the plans (Sheet 20).
- Q4:** How much of the existing underdrain pipe needs to be removed?
- A4:** Any seep collector pipes crossed by Ditch A will be cut and connected into the ditch pipe. Only that portion of the pipe cut out needs to be removed. The two existing culvert pipes leading from Ditch A to Ponds #1 and #2 will be removed in their entirety.
- Q5:** Does Ditch A have less than 1% slope?
- A5:** Yes. Final slope is estimated at approximately 0.5%. Actual final slope will be established based on the final elevation of Vault A inlet at the lower end (controlled by the siphon dosing system) and the invert of the existing culvert draining from Ditch A into Pond #1 at the upper end.

LOCATION: *Treatment Site #2*

- Q6:** Do you have an elevation to work off of in setting the Aquafix #2 foundation and siphon dosing system components?
- A6:** All elevations for the hydraulic profile of the Aquafix #2 treatment system are shown on the plans (Sheet 4) and are based on an assumed elevation of 100.0 for the existing water surface at Pond #3, since this water elevation remains constant.

**Addendum #1 - Questions During Pre-Bid Conference
For DEP16323
Ed-E Development Co., Inc.
Permit S-10-81**

- Q7:** Do you have details on modifications you expect on the aquafix units? Do the aquafix units get painted too?
- A7:** Yes, In addition to being moved (per Item #13.2), Unit #2 will get cleaned, painted and the listed modifications performed (per Item #13.3). Unit #3 will also be cleaned, painted and modified (per Item #30.0). Note that the specifications for these items have been clarified and expanded to more thoroughly address this work (see Revised Specifications). Also see drawing sheets 7, 8 and 9.
- Q8:** Can we take the Aquafix units off-site to modify them?
- A8:** Yes. However, please note the additional requirements discussed in the specifications for Item #13.3 dealing with work performed off-site.
- Q9:** Is the new pad for Aquafix #2 still typically the same?
- A9:** For this existing system, we have to use the same pad, minus the raised pedestals that are on this one. New foundation details for Aquafix #2 are shown on Sheet 6.
- Q10:** Do we do anything special with the old Aquafix foundation?
- A10:** It sets low enough that you should be able to build Access Road A up around it and drive right over it, in which case it shouldn't need to be broken up or anything. Otherwise, it may be broken up, steel removed (see Item #8.0) and concrete taken to the Excess Spoil Disposal Area.
- Q11:** Are the feed and drive lines going from distribution box to aquafix unit #2 still fused pipe or normal schedule 30-40?
- A11:** They are HDPE DR-17 fused pipe (Bid Item #15.0).
- Q12:** You said there are block walls?
- A12:** Yes, concrete block, 2' x 2' x 6' long interlocking for walls. Wall details for each pond are shown on the individual pond drawings, Sheets 5, 15 and 16, and discussed in Items #21.0, #34.0 and #41.0. Shorter (4') blocks may be used, but note that blocks must still be interlocking with those of differing lengths and that this will require greater amounts of water stop to be applied, where applicable.
- Q13:** Do you have a disposal area for pond cleanings or can this be pumped to sludge cells?
- A13:** There is an area on the other side of Diversion Ditch C designated for disposal of pond cleanings. You will have to do some excavation and diking work to prepare it and provide containment. The cost for this work should be included in the individual pond cleaning items.

**Addendum #1 - Questions During Pre-Bid Conference
For DEP16323
Ed-E Development Co., Inc.
Permit S-10-81**

- Q14:** Does this pond water need to be treated during pumping? Can we divert it or do something special to keep it?
- A14:** If the construction sequence allows for it, you may be able to divert it to run through the lower Aquafix #3 unit. That way some treatment can be added to it prior to discharging.
- Q15:** All we're doing is painting Aquafix #3, right? We leave all the lines that are going in alone?
- A15:** See the answer to Question #7 for work to be performed on Aquafix #3. Work on the new feed and drive lines from the Pond #4 distribution box are covered under Bid Item #26.0.
- Q16:** What will be done with the existing line from Pond #4 to Aquafix #3?
- A16:** That line will no longer have water going through it. The valve can just be shut and the line left in place as long as it does not interfere with the new feed, drive or bypass lines.
- LOCATION:** *Treatment Site #3*
- Q17:** Do you have the elevation for top or bottom of the block walls?
- A17:** As shown on the individual plans for each pond, the top elevations are based on the final pond outlet elevation. The bottom elevation will be based on the final limit of excavation for existing ponds (Sheets 5 and 16) and on the finished bottom elevation for proposed ponds (Sheets 15 and 17).
- Q18:** Do you have some kind of footer detail on the walls?
- A18:** Wall details for each pond are shown on the individual pond drawings, Sheets 5, 15 and 16, and discussed in Items #21.0, #34.0 and #41.0.
- Q19:** Do you want the name put back on the repainted Aquafix units?
- A19:** No.
- Q20:** Does Aquafix #3 get the new drive system, or does it run the way it is?
- A20:** Aquafix #3 work does not include a new adjustable speed drive system. All work required for this unit is described in the specification for Item #30.0.

CLARIFICATIONS

REVISED SPECIFICATIONS: The following specifications have been revised: Sections 13.2, 13.3, and 30.0. Revised specifications have the designation "R" such as 13.2-R.

Note: Detectable Underground Utility Marking Tape specification has been added as technical specification Item 56.0 (NOT a separate bid item) and is now included in each bid item requiring

**Addendum #1 - Questions During Pre-Bid Conference
For DEP16323
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Permit S-10-81**

underground piping (Items 10.0, 12.0, 14.0, 15.0, 22.0, 26.0, 26.1, 37.0, 39.0, 43.0, 44.0 and 55.0).

REVISED DRAWING: Sheet 22 has been revised to list the correct aggregate size for the sludge cell underdrain as clean #4 sandstone. Revised drawings have the designation "R" such as 22.0-R.

The complete set of Revised Specifications, including all unrevised documents, and the revised Drawing are available upon request from Dianna Wright at the Philippi Office 304-457-4588 ext. 43276 or 304-457-3219.

12.0-R MANHOLE DISCHARGE LINE REDIRECTION

The existing manhole on the hillside behind Raw Water Pond #1 collects water from an underdrain and feeds it to Aquafix #1 via one (1) twelve-inch (12") HDPE line and two (2) two-inch (2") PVC lines. All lines from the manhole are to be cut and plugged on the Aquafix #1 side of Raw Water Pond #1 and the existing lines from the manhole redirected to connect to the upper end of the 12-inch perforated line in the bottom of proposed Ditch 'A'.

Note: Water from the manhole will be connected into the Ditch 'A' perforated 12-inch line, NOT into the 12-inch line proposed for Underdrain #1.

Underground Utility Marking Tape shall be installed for this system. See attached specification #56.0-R.

All labor and material needed to complete this work will be inclusive to this item.

TREATMENT SITE TWO

13.0-R AQUAFIX SYSTEM #2 RELOCATION/MODIFICATION

Aquafix #2 for Treatment Site Two shall be relocated approximately one hundred twenty lineal feet (120 LF) east of the northwest corner of Pond #3. New location must be approved by the on-site DEP representative. This will require a new foundation pad to be constructed for the Aquafix Unit and the old foundation disposed of in an approved manner. Existing Aquafix structure shall then be dismantled and reassembled on the new foundation. All labor and materials for this work will be inclusive to the respective bid items.

13.1 FOUNDATION

This item shall be paid for per lump sum after completion of the foundation and acceptance by the DEP.

SUB-FOUNDATION

The sub-foundation shall be undercut to remove all fill (unconsolidated material) down to a competent foundation as determined by the DEP on site representative. The sub-foundation shall be constructed in substantial conformity to the plans and/or specifications. The DEP on site representative shall be present during this work.

The sub-foundation material shall be suitable material free of particles larger than three inches in diameter and consist of granular material conforming to WVDOH specification 716.1.1.2. A bearing capacity of approximately six (6) tons per square ft. should be obtained.

Compaction shall be done with a suitable compactor to obtain approximately 98% Standard Proctor Density. Layers shall be six (6) inches or less in thickness before compaction is initiated. Moisture content of the fill material shall be controlled to obtain maximum compaction.

FOUNDATION

The foundation shall be Type II (Sulfate Resistant) Concrete and shall conform to the dimensions and shape shown in the detail drawings and specifications. Include all reinforcing bars with supports and anchor bolts as necessary. Provide all forms, personnel and equipment required for the placement, finishing, and curing of the concrete. The concrete shall be consolidated with use of an internal spud vibrator to liquefy the concrete so that entrapped air and water can come to the surface. Also, supplement the mechanical vibrator by hand-spading, rodding, or tamping. Adverse weather conditions shall be avoided during completion of this item. WVDOH specifications (Section 601-Construction Manual) for concrete shall apply to this item. Concrete shall cure for a minimum of 5 to 7 days before the silo may be erected in place. Excavation for the foundation is incidental to this item with no separate payment being made. Concrete shall meet a minimum 28-day compressive test strength of 4000 psi, and the slump shall be between 2 and 3 inches during placement of concrete.

NOTE: The channel in the foundation is to receive water from the new Distribution Box (separate bid item). After treatment with the reagent, the water will exit the foundation into new Diversion Weir 'A' (separate bid item).

13.2-R STRUCTURAL ELEMENTS

Payment for all of the work specified below shall be made based on the lump sum contract price after completion and acceptance by the DEP.

DOSING UNIT AND SILO

This item includes all work necessary to dismantle, re-install and initiate operation of an Aquafix water powered dosing unit (Unit type MSS-SM-OA-50), as described herein. This item shall be subcontracted to:

Aqua-Fix Water Treatment Systems.
Michael Jenkins
301 Maple Lane
Kingwood, WV 26537 Telephone: (304) 329-1056.

Structural elements shall be warranted by the manufacturer to withstand normal static and dynamic loads as commonly accepted by industry. Changes to these specifications shall be made only with the written approval of the Program Manager.

An eight foot (8') extension shall be added to the existing steel silo capacity, bringing the total volume to approximately 30 tons of CaO (or approximately 23 tons of Hydrated Lime).

The silo shall be equipped with an interior ladder, an exterior ladder with a protective cage and a lockable steel safety door, a steel safety fence around the top of the silo, and a filler pipe to extend to the unloading port. A steel cone shall be placed at the base of the silo to direct the discharge of the reagent through a steel flange, which is sized and located to accommodate the reagent dispensing unit. Silo shall include a vent pipe to prevent pressure buildup during filling. An emergency pop off valve shall be included in case the vent pipe malfunctions. Pneumatic filling of the silo is to be utilized.

An insulated steel security enclosure attached to the silo structure support system to protect the dosing unit from vandalism and the weather is required. The wall thickness of the silo enclosure shall be equivalent to the steel used in the construction of the silo. The enclosure shall be equipped with a hinged, lockable steel door of sufficient size to facilitate removal of the dosing unit for repair and/or future replacement. The enclosed structure shall be fitted with a propane heating unit with a capacity to prevent freezing of the dosing unit during the winter. The heater will include all needed piping, regulator and fittings to connect to the tank. A 100 gallon tank shall be included, and will need to be filled one time.

Painting of the silo and steel security enclosure shall be done in accordance with the specification under Item 13.3, Modify Aquafix System #2, PAINTING.

The dosing unit, silo, and filler pipe shall be designed to facilitate the use of Calcium Oxide (CaO) or Hydrated Lime during the service life of the unit. A water line will be installed to power the water wheel. This portion of the work shall include the initial filling and the start-up of the unit, at the direction of the Program Manager, to confirm that all units function as intended. Any repairs and/or adjustments required to the unloading system and dosing unit to allow them to function as designed shall be performed at no cost to the DEP. The system shall be operated successfully for a one-week period before acceptance by the DEP. All settling ponds and riprap ditches leading to them must be completed before testing is initiated. The Calcium Oxide shall be thirty (30) tons in amount and delivered as scheduled by the onsite DEP representative.

CRANE

This shall include furnishing a crane of sufficient capacity to unload and erect the silo structure on its foundation and to install the reagent dispensing unit. The silo is estimated to weigh less than 10 tons. Payment for this work shall be included in this bid item.

13.3-R MODIFY AQUAFIX SYSTEM #2

Modification of the relocated lime dispensing unit structure (Aqua-Fix) shall include the following upgrades. See attached drawing for details and specifications. Payment is for all of the work specified below and in the attached details and shall be paid per each unit structure modified.

If contractor elects to remove the silo and/or structure or components from site for modification then, prior to such removal, the contractor must provide the proposed location of offsite modification as well as availability for the WVDEP to inspect progress of work. This shall include notification from the contractor on progress of work, and contractor must verify with time stamped photos the cleaning and surface preparation prior to priming and painting of silo and/or structure or components.

ACCESS DOOR – An additional four foot (4') access door shall be located and installed at the direction of the on-site DEP representative in accordance with the attached drawings. Steel for materials shall be of same grade as those existing on structure. All adjoining stiffeners and support angle steel shall be fully welded to ensure structural integrity. "Spot welding" materials together shall be used for supporting steel or steel stiffeners, and shall be a minimum of 3-inch (3") long welds, at a maximum of 1 foot spacing. Door shall also include three welded hinges, a door pull on each side of door, and a welded tab for holding door open on outside wall, see detailed drawings. Door installation shall include removing any affected insulation prior to door modifications, then replacement of insulation with original attachments or use of Loctite or approved equivalent adhesive.

Line item shall also include all parts/materials shown in the Latch Detail View including door pin, two plates, two inch plate welded on door, 3.5 inch plate as a lock weather guard. The latch shall be made to either unlock door from outside, or open the door from the inside by removing the pin.

A piece of 2 x 2 inch angle steel shall be welded on the roof above the access door, and sloped to prevent water from running down the door. Painting for all accompanying materials shall be included in this line item.

WALKING GRATE - Walking grate shall be installed to insure safe movement over treatment trough. Four feet non corrodible fiberglass anti-slip grading of grate shall be installed from the edge of the structure towards the outlet of the dosing unit. Grating must be cut to fit the trough's varying width. Top of grating shall be level with top of concrete. To support the grating use: 2 inch by 2 inch by ¼ inch thick stainless steel angle, which shall be fastened to each side of the trough with removable hex head bolt anchors for concrete. These anchors shall be stainless steel 3/8 diameter and 2.25 inch length. Use a minimum of four anchors per side, see detailed drawings. Installation shall be field proven and in compliance with the construction documents and specifications.

GABLE VENT - A twelve inch by twelve inch gable vent shall be installed at a location determined by DEP onsite representative. Vent shall be Builders Edge 12" x 12" white vinyl gable vent or equivalent. Hole, grinding, finishing, adhesive and painting to install vent shall be included in this line item. Adhesive to secure vent shall be Loctite Heavy Duty Construction Adhesive that is approved for use on metal.

PAINTING - The silo and steel security enclosure shall be painted Tan. Painting process requirements including temperature, humidity etc. shall be performed in accordance with manufactures recommendations. See below 'Steel Surface Preparation prior to painting' requirements. All steel surfaces on the interior and exterior of the enclosure and exterior of the silo shall be thoroughly cleaned, primed, and painted, utilizing Carboline brand Rustbond FC primer and two to three coats of Carboline brand Carbothane 133HB paint, or approved equivalents.

Steel Surface Preparation prior to painting:

The interior shall have the insulation removed prior to cleaning for painting and then replaced.

The surface shall be prepared by non-blast cleaning to a SSPC-SP2, SP3, or SP12-WJ4 requirement (Structural Steel Protective Coatings, Surface Preparation standards). However any areas that remain deeply pitted with rust, once the above cleaning is complete, shall be abrasive blast cleaned -SP6 requirement. The interior shall have the insulation removed prior to cleaning for painting and then replaced.

In preparing a previously painted surface, all grease, oil, dirt, other foreign substances, all corrosion and all paint that shows evidence of corrosion, peeling, excessive thickness, brittleness, blistering, checking, scaling, poor adhesion, or general disintegration shall be removed. It is essential that the removal of the old paint be carried back around the edges of the spot or area until an area of completely intact and adhering paint film, with no rust or blisters underneath, is attained. Edges of tightly adherent paint remaining around the area to be recoated shall be feathered so that the repainted surface can have a smooth appearance. The remaining old paint shall have sufficient adhesion so that it cannot be lifted as a layer by inserting a blade of a putty knife under it or be removed by wire brushing or light scraping. The rate of cleaning may vary from one area to the next in order to achieve the desired end condition.

All laminar and stratified rust that has formed on the existing steel surfaces shall be removed. Pack rust formed along the perimeter of mating surfaces of connected plates or shapes shall be removed to the extent feasible without mechanically detaching the mating surface. Any rust remaining after cleaning shall be tight and intact when examined using a dull putty knife. The entire dosing unit and frame shall be sandblasted, primed, and repainted. Remove cable and winch system with brackets, and remove and plug wire access piping.

After cleaning, lightly sand or abrade the existing remaining paint to roughen and degloss the surface prior to repainting.

TOP HATCH GRATE - Top hatch grate shall be installed to insure safety when accessing top hatch of dosing unit. An approximately 2 foot by 2 foot section of non-corrodible fiberglass anti-slip grading of grate of 1.5 inch thickness shall be installed inside of the top hatch of the dosing unit. Grating must be cut to fit the top hatch's varying width and length, and may be slightly different at each site. Grating shall have 1.5 inch by 1.5 inch openings. Top of grating shall be level with top of the hatch and must allow for complete closing of the top hatch lid. Grating shall be supported by installation of 1 inch by 1 inch by ¼ inch thick stainless steel angle, which shall be welded on the entire circumference of all adjoining surfaces to insure structural integrity. "Spot welding" materials together is not acceptable. Installation shall be field proven and in compliance with the construction documents and specifications.

INLET TARGET BOX - Inlet target box will be mounted on the silo roof. Target box will be securely mounted to silo with a continuous weld to insure a dust and water tight enclosure. Target box will be designed to reduce the velocity of the chemical being conveyed and allow it to drop into the storage bin in an even pattern. The existing fill pipe will be modified to connect to target box and entire circumference of filler pipe will be welded to target box as to insure a dust and water tight connection.

LIME DISPENSING UNIT - The lime dispensing unit will be lowered by reducing the length of the silo support legs (H-Beams). The contractor will be required to modify roof of structure in order to facilitate the lowering of the silo. Installation of a 'drop tube' at the bottom of the 'cone' to 'lower' the unit is not acceptable. An additional 8 feet height section above the 'cone' section shall be added to this silo.

Contractor is responsible for removing the remaining calcium oxide prior to relocation. Calcium Oxide may be removed pneumatically or by any other means found acceptable by WVDEP Engineer. Any chemical removed can be utilized on-site for revegetation/vegetative enhancement following established procedures.

The Aquafix lime dispenser shall have the wheel covers replaced with new stainless steel covers and the entire unit, frame and associated components shall be sandblasted, primed, and repainted per the PAINTING specification.

GENERAL WELDING AND REPAIR - Repair (weld) any cracked or broken hinges, loose metal, or roof-to-wall seams that may be broken or loose. (Note: Unless otherwise directed, complete welding shall be performed on all items requiring repair. 'Spot' welding may only be performed under this paragraph as specifically approved and directed by the on-site DEP representative.)

A piece of 2 x 2 inch angle steel shall be welded on the roof above the main access door, and sloped to prevent water from running down the door.

Remove cable and winch system with brackets, and remove and plug wire access piping. Remove old platform, tank, and associated piping inside of building which was used as the water mixing tank.

WVDEP agent on-site prior to installation.

BAFFLE CURTAIN - TYPE B

Baffle curtains #2 (Pond #3) and curtains #3 & #4 (Pond #4) shall be of an ultraviolet (UV) resistant type vinyl coated polyester material (Aero-Flo, Inc. Tough Guy Turbidity Barriers, Type 2 or 3 DOT or approved equal). Each will consist of a top floatation boom, an impervious fabric skirt extending downward underwater, and a heavy galvanized steel chain sealed into a hem along the bottom of the skirt to provide ballast and prevent water from flowing underneath.

Curtains shall have a minimum total weight rating of 17 oz./sq. yd. Styrofoam floats of minimum size 3" x 4" x 24" shall be hot seam sealed into the top of baffle curtain, and shall be evenly spaced 4 inches apart end to end. A grommet shall be placed between each of the styrofoam floats. A 5/16 inch diameter stainless steel wire cable shall be seamed into the top of the baffle to anchor at the sides of the pond. The cable and bottom chain shall extend 10 feet past the cut length of the baffle curtain on each end. A 1/4 inch diameter link chain shall be hot seam sealed into the bottom of the baffle for weight, and to anchor at the sides of the pond. Chain shall be bolted at each end through the top hot seam to create another anchor point for the curtain.

Secure anchor points (pipe, rods, or treated posts) shall be installed at the ponds edge, as shown on the plans, to hold the baffle in place. Anchor points and the baffle location shall be approved by the DEP onsite representative before installation. The wire cable and chain shall be attached in such a way to allow for easy disconnect while sludge is being pumped from the pond.

All cable fasteners, eye bolts, and other accessories shall be stainless steel to prevent corrosion, and shall be incidental to this pay item. The curtains must be contoured to fit on the slopes of the pond walls.

The baffle curtain opening slots (for curtains #2, #3 & #4) shall be cut into the curtain below the hot seam seal at the top of the baffle, as indicated on the attached drawing. The spacing and the size of the slots shall be determined by the DEP engineer or onsite representative, and shall be cut at the time of installation.

TREATMENT SITE THREE

30.0-R MODIFY AQUAFIX SYSTEM #3

Modification of the existing lime dispensing unit structure (Aqua-Fix) shall include the following upgrades. See attached drawing for details and specifications. Payment is for all of the work specified above and in the attached details and shall be paid per each unit structure modified.

- Access Door (3 feet wide)
- Walking Grate
- Gable Vent
- Painting
- Top Hatch Grate
- Inlet Target Box
- Lime Dispensing Unit
- General Welding and Repair

Construction specifications for Modify Aquafix System #3 shall be the same as those for Bid Item #13.3, Modify Aquafix System #2, except:

1. Additional access door will be three feet (3') wide (see attached plans) and located at the direction of the on-site DEP representative;
2. 8' silo extension will not be required;
3. Dispensing unit will not be lowered.

31.0 CONSTRUCT POND #5

Construct new Pond #5 to the lines and grades indicated in this design package. All labor and materials to complete this construction will be inclusive to the Pond #5 item.

EROSION AND POLLUTION CONTROL - Construction operations will be carried out in such a manner that erosion and water pollution will be minimized.

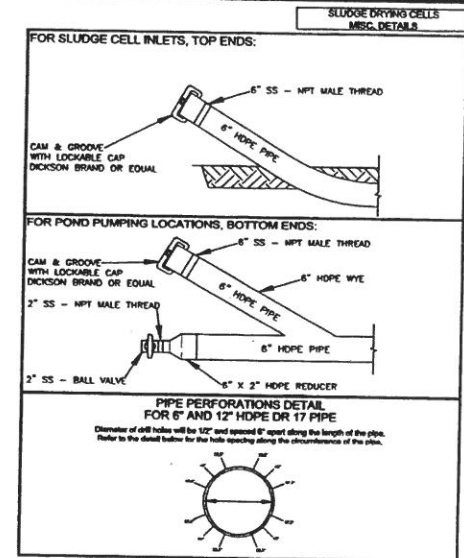
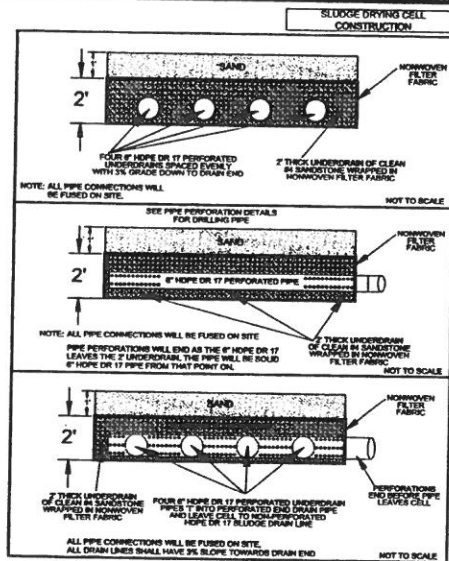
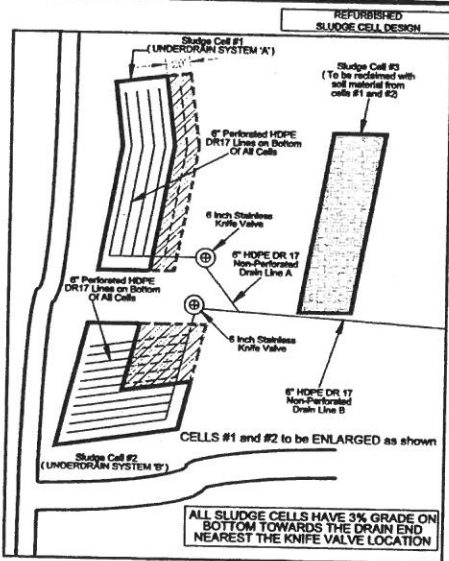
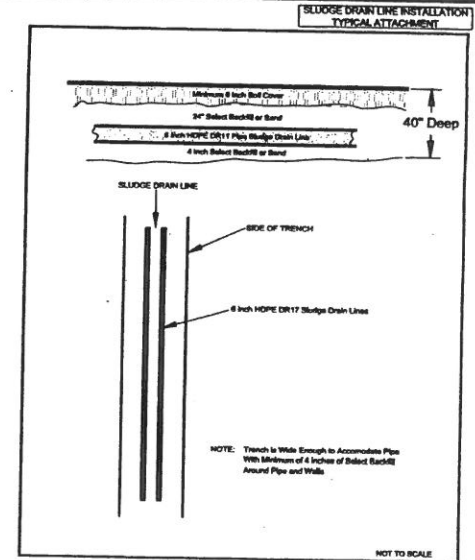
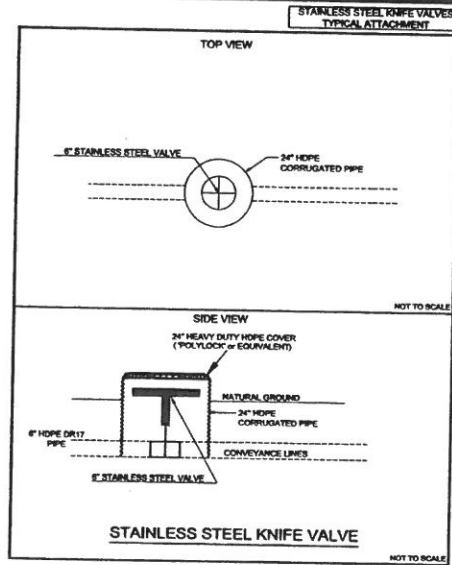
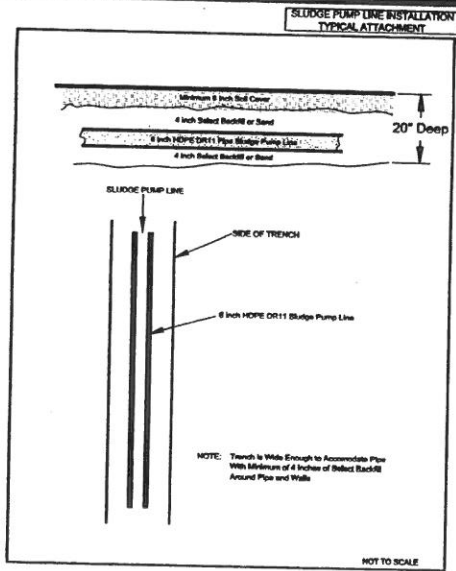
SITE PREPARATION - The pond site shall first be cleared of all woody vegetation. The limits of the excavation and spoil placement areas shall be staked, and the depth of cut from the ground surface to the pond bottom indicated on the stakes. The excavated ground surface slopes shall be no steeper than 1 horizontal to 1 vertical and the entire foundation surface shall be scarified. Sod and topsoil shall be stripped from the embankment site and stockpiled for use on the embankment.

EXCAVATION - Excavation and placement of the fill material shall be done as near to the staked lines and grades as skillful operation of the equipment will permit. Side slopes of the excavated pond will be sloped no steeper than 2 horizontal to 1 vertical in earth, 1 horizontal to 1 vertical in weathered rock and $\frac{1}{4}$ horizontal to 1 vertical in durable rock.

Should any coal seams be encountered and exposed within the excavation limits of the pond, the outcrop area will be over-excavated a minimum distance of four (4) feet horizontally, then backfilled to the extent practicable utilizing the most impervious nontoxic non-acid shales, clays or other materials available on site. This sealing procedure will be performed for all outcrops both above and below the permanent pool elevation.

SELECTION AND PLACEMENT OF EMBANKMENT MATERIALS - The most impervious material available on site shall be used in the embankment. When sandy or gravelly material is encountered, it should be placed in the outer shell of the downstream portion of the embankment. The distribution and gradation of materials throughout the fill shall be such that there will be no lenses, pockets, or layers of material differing substantially in texture or gradation from the surrounding material. Where it is necessary to use material of varying texture and gradation, the more impervious material shall be placed in the upstream and center portions of the dam. Weak or compressible areas, which cannot be satisfactorily compacted, shall be removed and replaced with properly compacted fill material.

During dry conditions, water may need to be added to the fill material during the placement process to achieve optimum compaction. If the fill material is over saturated with water, the material may need to be spread and aerated prior to placement at the fill site for compaction. The moisture content of the material should be such that when kneaded in the hand, it will just form a ball that will not readily separate.



OFFICE OF SPECIAL RECLAMATION
105 SOUTH HARRISON STREET, SUITE 201
PHILIPPI, WEST VIRGINIA 26418
OFFICE: 504-467-2719
FAX: 1-304-457-6113

REQ. or P.O. NO. DEP18323
DESIGNED BY: SRN
DRAWN BY: RAC
CHECKED BY: SRN
BUYER: ZS

West Virginia
dep Division of Land Reclamation
Office of Special Reclamation

REVISIONS			
DATE	BY	COMMENT	

Ed-E Development Company, Inc.
Permit 3-10-81
GLADESVILLE QUADRANGLE
MONONGALIA COUNTY, WEST VIRGINIA

**SLUDGE CELLS
DETAIL DRAWINGS**

SCALE: NONE

DATE: JULY 2013

SHT. NO. 22-R
TOTAL 22

PLEASE PRINT

Date: 10-15-2013

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>J F Allen Co</u>	<u>PO Box 2089</u>	PHONE <u>304 472 8890</u>
Rep: <u>JAMIES Allen</u>	<u>Buckhannon WV</u>	TOLL FREE
Email Address: <u>JAMIES.Allen@JFAHCO.com</u>	<u>26201</u>	FAX <u>304 472 8897</u>
Company: <u>AQUAFIT Systems Inc.</u>	<u>301 Maple Lane</u>	PHONE <u>304-329-1056</u>
Rep: <u>Mike Jenkins</u>	<u>Kingwood WV 26537</u>	TOLL FREE
Email Address: <u>mjs@aquafit.com</u>		FAX <u>304-329-1217</u>
Company: <u>EAGLE EXCAVATION INC</u>	<u>P.O. BOX 218</u>	PHONE <u>(304) 372-4378</u>
Rep: <u>GEORGE FRESTOUR</u>	<u>KENNA WV</u>	TOLL FREE
Email Address: _____	<u>25248</u>	FAX <u>(304) 372-4378</u>
Company: <u>GREEN Mountain Company</u>	<u>511 50th St</u>	PHONE <u>304-925-0253</u>
Rep: <u>David H. Bowman</u>	<u>Charleston WV</u>	TOLL FREE
Email Address: <u>DHB722@yahoo.com</u>	<u>25304</u>	FAX <u>304-925-9230</u>
Company: <u>COYGIRL LP INC</u>	<u>PO Box 343</u>	PHONE <u>304-739-4397</u>
Rep: <u>DENNIS C. ELBOR</u>	<u>Simpson WV</u>	TOLL FREE
Email Address: <u>DCE-COYGIRL LP@EARTHINK.NET</u>	<u>26435</u>	FAX <u>304 626-1051</u>
		FAX <u>304 739-4401</u>

PLEASE PRINT

Date: 10-15-2013

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>EASTERN ARROW CORP</u>	<u>PO Box 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann Warowl</u>	<u>CHARLESTON WV</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>	<u>2536</u>	FAX <u>0256</u>
Company: <u>Breakaway Inc.</u>	<u>1075 Old Turnpike Rd</u>	PHONE <u>765-5317</u>
Rep: <u>Doug Vincent</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>doug@breakawaywv.com</u>		FAX <u>765-5389</u>
Company: <u>SUNRISE CONSTRUCTION</u>	<u>RR 2 Box 256</u>	PHONE <u>304-457-2109</u>
Rep: <u>THOMAS MOUSER</u>	<u>MOATSVILLE WV 26405</u>	TOLL FREE
Email Address: <u>TMOUSER@TRUEBAND.COM</u>		FAX <u>304-457-2115</u>
Company: <u>GREEN RIVER Group LLC</u>	<u>PO Box 18039</u>	PHONE <u>681-285-5117</u>
Rep: <u>MARTY TURNER</u>	<u>MORGANTOWN WV</u>	TOLL FREE
Email Address: <u>MTURNER@GREENRIVERGROUPLLC.COM</u>	<u>26507</u>	FAX
Company: <u>Foster Supply</u>	<u>RT 4 Box 414</u>	PHONE <u>304-203-2351</u>
Rep: <u>Dion Hamsky</u>	<u>MT Clair WV</u>	TOLL FREE
Email Address: <u>dwhamsky@fostersupply.com</u>	<u>26301</u>	FAX <u>304-326-0116</u>

- END - David McCoy - WV DEP

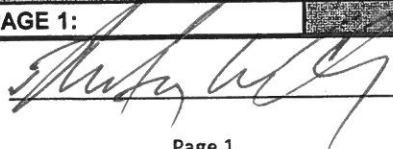
**ED-E DEVELOPMENT COMPANY, INC.
PERMIT S-10-81
BID SCHEDULE
DEP16323**

VENDOR NAME: GREEN MOUNTAIN COMPANY

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization & Demobilization (Shall not exceed 5% of TOTAL BID)	1	LS	\$ 10,000	\$ 10,000
2.0	Spill Containment Area	1	LS	\$ 100	\$ 100
3.0	Main Access Road Repair/Maint (Shall not exceed 5% of TOTAL BID)	1	LS	\$ 5,000	\$ 5,000
4.0	Stormwater Management	3,000	LF	\$ 2	\$ 6,000
5.0	Construction Layout (Shall not exceed 5% of TOTAL BID)	1	LS	\$ 5,000	\$ 5,000
6.0	Regrading/Topsoiling	9	AC	\$ 100	\$ 900
7.0	Revegetation	9	AC	\$ 100	\$ 900
8.0	Structure and/or Debris Removal	1	LS	\$ 5,000	\$ 5,000
9.0	Incidental Stone (All areas)	1,000	TN	\$ 30	\$ 30,000
TREATMENT SITE ONE					
10.0	Underdrain #1	350	LF	\$ 60	\$ 21,000
11.0	HDPE Lined Ditch 'A'	680	LF	\$ 80	\$ 54,400
12.0	Manhole Discharge Line Redirection	1	LS	\$ 5,000	\$ 5,000
TREATMENT SITE TWO					
13.0	Aquafix System #2 Relocation/Modification				
13.1	Foundation Preparation	1	LS	\$ 60,000	\$ 60,000
13.2	Structural Elements	1	LS	\$ 75,000	\$ 75,000
13.3	Modify Aquafix System #2	1	LS	\$ 75,000	\$ 75,000
13.4	Adjustable Speed Drive System	1	LS	\$ 8,000	\$ 8,000
13.5	Install Solar Vibrator To Silo #2	1	LS	\$ 9,000	\$ 9,000
14.0	Mine Water Collection System Modification	1	LS	\$ 10,000	\$ 10,000
14.1	Flow Proportional Siphon System - (Feeding Aquafix #2)	1	LS	\$ 70,000	\$ 70,000
15.0	HDPE Feed & Drive Lines To Aquafix #2	220	LF	\$ 40	\$ 8,800
16.0	Corrugated HDPE Diversion Weir 'A'	1	EA	\$ 2,000	\$ 2,000
17.0	Corrugated HDPE Lined Ditch 'B-1'	220	LF	\$ 85	\$ 18,700
18.0	Corrugated HDPE Lined Ditch 'B-2'	50	LF	\$ 85	\$ 4,250
19.0	Rip-Rapped Diversion Ditch 'C'	300	LF	\$ 25	\$ 7,500
20.0	Cleanout Pond #3	1	LS	\$ 100,000	\$ 100,000
21.0	Concrete Bin Block Walls in Pond #3	2	EA	\$ 35,000	\$ 70,000
22.0	Pond #3 Sludge Pump Line	250	LF	\$ 45	\$ 11,250
23.0	Cleanout Pond #4	1	LS	\$ 40,000	\$ 40,000
24.0	Pond #4 Headwall, w/Valves	1	EA	\$ 10,000	\$ 10,000
25.0	Pond #4 Flow Distribution Box	1	LS	\$ 10,000	\$ 10,000
26.0	Pond #4 Discharge - Feed & Drive Lines	150	LF	\$ 50	\$ 7,500
SUBTOTAL PAGE 1:					\$ 740,300

BIDDER'S AUTHORIZED SIGNATURE:



DATE: 11/14/13

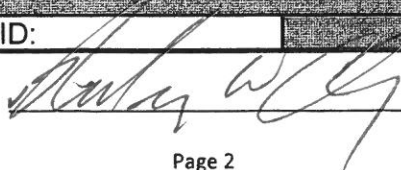
**ED-E DEVELOPMENT COMPANY, INC.
PERMIT S-10-81
BID SCHEDULE
DEP16323**

VENDOR NAME: GREEN MOUNTAIN COMPANY

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
26.1	Pond #4 Discharge - Bypass Line	150	LF	\$ 30	\$ 4,500
27.0	Access Road 'A'	200	LF	\$ 20	\$ 4,000
28.0	Access Road 'B'	600	LF	\$ 20	\$ 12,000
29.0	Baffle Curtains in Ponds #3 & #4 (4)	400	LF	\$ 40	\$ 16,000
TREATMENT SITE THREE					
30.0	Modify Aquafix System #3	1	LS	\$ 75,000	\$ 75,000
31.0	Construct Pond #5	1	LS	\$ 12,000	\$ 12,000
32.0	Corrugated HDPE Diversion Weir 'B'	1	EA	\$ 2,000	\$ 2,000
33.0	Corrugated HDPE Lined Ditch 'D'	150	LF	\$ 85	\$ 12,750
34.0	Concrete Bin Block Wall in Pond #5	1	EA	\$ 25,000	\$ 25,000
35.0	Pond #5 HDPE Liners	2	LS	\$ 35,000	\$ 70,000
36.0	Baffle Curtains in Pond #5 (2)	200	LF	\$ 45	\$ 9,000
37.0	Pond #5 HDPE Discharge Pipe	130	LF	\$ 65	\$ 8,450
38.0	Pond #5 Discharge Pipe Concrete Headwalls	2	EA	\$ 2,500	\$ 5,000
39.0	Pond #5 Sludge Pump Line	280	LF	\$ 45	\$ 12,600
40.0	Cleanout Pond #6	1	LS	\$ 20,000	\$ 20,000
41.0	Concrete Bin Block Wall in Pond #6	1	EA	\$ 20,000	\$ 20,000
42.0	Pond #6 Alkalinity Cell	1,000	TN	\$ 30	\$ 30,000
43.0	Pond #6 HDPE Discharge Pipe and Headwalls	150	LF	\$ 85	\$ 12,750
44.0	Pond #6 Sludge Pump Line Modifications	1	LS	\$ 4,500	\$ 4,500
45.0	Construct Pond #7	1	LS	\$ 35,000	\$ 35,000
46.0	Pond #7 HDPE Liner	1	LS	\$ 5,000	\$ 5,000
47.0	Baffle Curtains in Pond #7 (3)	200	LF	\$ 45	\$ 9,000
48.0	Pond #7 Discharge Spillway	200	LF	\$ 100	\$ 20,000
49.0	Construct Access Road 'C'	550	LF	\$ 20	\$ 11,000
SLUDGE CELL RETROFIT					
50.0	Cleanout and Enlarge Sludge Cell #1	1	LS	\$ 30,000	\$ 30,000
51.0	Cleanout and Enlarge Sludge Cell #2	1	LS	\$ 30,000	\$ 30,000
52.0	Underdrain System 'A' (Sludge Cell #1)	1	LS	\$ 125,000	\$ 125,000
53.0	Underdrain System 'B' (Sludge Cell #2)	1	LS	\$ 160,000	\$ 160,000
54.0	Reclaim Sludge Cell #3	1	LS	\$ 19,650	\$ 19,650
55.0	Sludge Cell Drain Return System	700	LF	\$ 25	\$ 17,500
SUBTOTAL FROM PAGE 1					\$ 740,300
TOTAL BID:					\$ 1,558,000

BIDDER'S AUTHORIZED SIGNATURE:



DATE: 11/14/13

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green Mountain Company
of 511 50th Street, Charleston, WV 25304, as Principal, and Ohio Farmers Insurance Company
of One Park Circle Westfield Center OH a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP16323, Ed-E Development Company, Inc. in Monongalia County, according to plans and specifications.

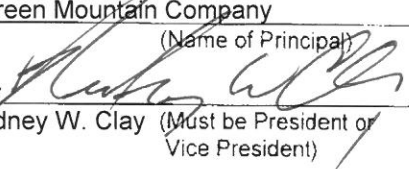
NOW THEREFORE,

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

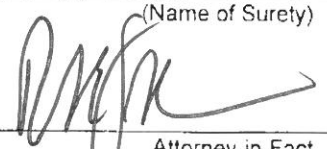
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
3rd day of October, 20 13.

Principal Corporate Seal

Green Mountain Company
(Name of Principal)
By 
Rodney W. Clay (Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

Attorney-in-Fact
Ross E. Johnson

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.

General
Power
of Attorney

POWER NO. 4751892 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of AUGUST A.D., 2008 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of AUGUST A.D., 2008 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of October A.D., 2013 .



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

WV-72
Created 07/01/13

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

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

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: GREEN MOUNTAIN COMPANY

Vendor Telephone: 304-925-0253

Vendor Address: 511 50th ST

Vendor Fax: 304-925-9230

Charleston WV
25304



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

STATE OF WEST VIRGINIA,

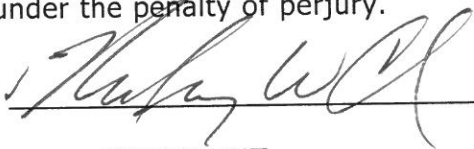
COUNTY OF KANAWHA , TO-WIT:

I, Rodney W. Clay , after being first duly sworn, depose and state as follows:

1. I am an employee of GREEN MOUNTAIN COMPANY ; and,
(Company Name)
2. I do hereby attest that GREEN MOUNTAIN COMPANY
(Company Name)

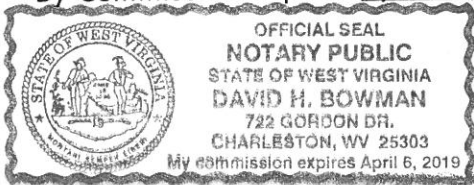
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By: 
 Title: PRESIDENT
 Company Name: GREEN MOUNTAIN COMPANY
 Date: 11/14/13

Taken, subscribed and sworn to before me this 14th day of November, 20 13 .

By Commission expires April 06, 2019




 (Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Green Mountain Company

Authorized Signature: [Signature], President Date: 11/14/13

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14th day of November, 2013,

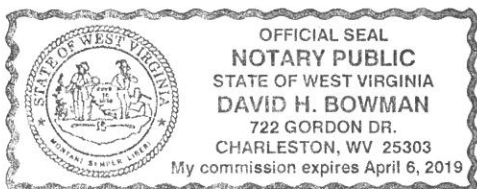
My Commission expires April 06th, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

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.

GREEN MOUNTAIN COMPANY
(Company)

[Signature]
(Authorized/Signature)

Rodney W Clay PRESIDENT
(Representative Name, Title)

304-925-0253 925-9230
(Phone Number) (Fax Number)

11/14/13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16323

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.

GREEN MOUNTAIN COMPANY
 Company
[Signature] PRESIDENT
 Authorized Signature
11/14/13
 Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 01

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.

GREEN MOUNTAIN COMPANY
Company

[Signature]
Authorized Signature

11/14/13
Date

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