



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

State of West Virginia
Request for Quotation
32 — Reclamation

Proc Folder: 33901

Doc Description: Addendum #5 -Reclamation on mining operation ref: DEP16529

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-19	2014-12-04 13:30:00	CRFQ 0313 DEP1500000017	6

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Breakaway, Inc.
1539 Old Turnpike Rd
Sutton, WV 26601

304-765-5317

12/04/14 12:23:38
West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Beth Collins
(304) 558-2157
beth.a.collins@wv.gov

Signature X

FEIN # 13-4279911

DATE 12/04/2014

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV26416 US		ENVIRONMENTAL PROTECTION OFFICE OF SPECIAL RECLAMATION 47 SCHOOL ST, STE 301 PHILIPPI WV 26416-9998 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization and Demobilization	1.00000	LS	\$7,500.00	\$7,500.00

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :

Mobilization and Demobilization (Shall not exceed 5% of Total Bid)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Site Preparation	1.00000	LS	\$7,500.00	\$7,500.00

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :

Site Preparation (Shall not exceed 5% of Total Bid)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Storm Water Management	500.00000	LF	\$2.00	\$1,000.00

Comm Code	Manufacturer	Specification	Model #
70171802			

Extended Description :
Storm water management

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Revegetation	2.00000	ACRE	\$1.00	\$2.00

Comm Code	Manufacturer	Specification	Model #
10150000			

Extended Description :
Revegetation

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Incidental Stone	200.00000	TON	\$30.00	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :
Incidental Stone

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Grouted Limestone Rip-Rap V-Ditch #1	210.00000	LF	\$30.00	\$6,300.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

Grouted Limestone Rip-Rap V-Ditch #1

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Eliminate Alkalinity Cell #1, Construct Pond #4	1.00000	LS	\$25,000.00	\$25,000.00

Comm Code	Manufacturer	Specification	Model #
72141212			

Extended Description :

Eliminate Alkalinity Cell #1, Construct Pond #4

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Install Dike and Pipe in Ditch 'A'	1.00000	LS	\$10,000.00	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
70171706			

Extended Description :

Install Dike and Pipe in Ditch 'A'

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Access Road Extension	250.00000	LF	\$12.00	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
95111503			

Extended Description :

Access Road Extension

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Cleanout/Repair Baffle Curtains in Pond #1	1.00000	LS	\$5,000.00	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
47101555			

Extended Description :

Cleanout/Repair Baffle Curtains in Pond #1

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Cleanout/Repair Baffle Curtains in Pond #2	1.00000	LS	\$5,000.00	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
47101555			

Extended Description :

Cleanout/Repair Baffle Curtains in Pond #2

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Cleanout/Refill Alkalinity Cell #2	1.00000	LS	\$50,000.00	\$50,000.00

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :

Cleanout/Refill Alkalinity Cell #2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Limestone Rip-Rap V-Ditch #2	315.00000	LF	\$20.00	\$6,300.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

Limestone Rip-Rap V-Ditch #2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Construct Alkalinity Cell #3	1.00000	LS	\$60,000.00	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
71101501			

Extended Description :

Construct Alkalinity Cell #3

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Install Ag lime in V-ditch #2 and ditch 'B'	150.00000	TON	\$40.00	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

Install Ag lime in V-ditch #2 and ditch 'B'

DEP1500000017	Document Phase Final	Document Description Addendum #5 -Reclamation on mi ning operation ref: DEP16529	Page 8 of 8
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 05

CRFQ 0313 DEP1500000017

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:

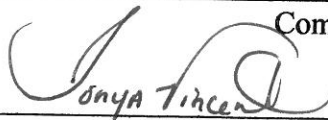
(Check the box next to each addendum received)

☒ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☒ Addendum No. 3	☐ Addendum No. 8
☒ Addendum No. 4	☐ Addendum No. 9
☒ Addendum No. 5	☐ 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.

Breakaway, Inc.

Company



Authorized Signature

12/04/2014 

Date

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

Revised 6/8/2012

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

BIDDER'S AUTHORIZED SIGNATURE:

DATE: 12/04/2014 *h*

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:

October 16, 2014 at 10:00 AM EST.

See attachments for addition pre-bid information, including directions.

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

Question Submission Deadline: October 24, 2014 at 5:00 PM EST

Submit Questions to: Crystal Rink
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Crystal.G.Rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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

SEALED BID:

BUYER: Crystal Rink

SOLICITATION NO.: CRFQ 0313 DEP1500000017

BID OPENING DATE: November 20, 2014

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus **NA** convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

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

November 20, 2014 at 1:30 PM EST.

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- ☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____³⁶⁵ days.

- ☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

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

☐ **Commercial General Liability Insurance:** In the amount of \$2,000,000.00 _____ or more.

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

☒ \$2,000,000.00 Aggregate

☒ \$2,000,000.00 Automobile

☐

☐

☐

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

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

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **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.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$250 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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. 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.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
37. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
38. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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.
39. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
40. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
 - ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Breakaway, Inc.

Contractor's License No. WV037089

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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

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

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

6. **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.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

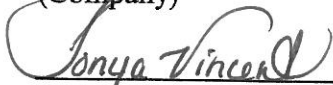
1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Breakaway, Inc.

(Company)



Tonya Vincent, President

(Authorized Signature) (Representative Name, Title)

304-765-5317 304-765-5389 12/04/2014 

(Phone Number) (Fax Number) (Date)

SOLICITATION NUMBER: CRFQ0313 DEP1500000017

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Correct the Shipping and Billing information.
2. Change the buyer from Jamie Adkins to Crystal Rink.

No other changes were made.

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.

SOLICITATION NUMBER: CRFQ DEP1500000017

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Attach Pre-Bid Meeting Attendance Sheet
2. Extend bid opening date and time from November 6, 2014 at 1:30 PM, Est. to November 20, 2014 at 1:30 PM, Est.

No other changes were made.

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.

SOLICITATION NUMBER: CRFQ DEP1500000017

Addendum Number: 03

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

The addendum is issued for the following reasons:

1. To provide answers to vendor submitted questions.
2. To provide corrections and clarifications.
3. To provide updated copies of pre-bid sign-in sheets.
4. To change the buyer from Crystal Rink to Beth A. Collins. Contact information for Beth A. Collins phone (304) 558-2157 or beth.a.collins@wv.gov

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.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

Sol. # CRFQ 0313 DEPI5*17

RFQ # : DEPI6529

Project: Belle Contracting
5-6020-87

Bid Date: 11/6/14

Pre-Bid Date: 10/16/14

Name : Craig A. Pennington
Company: Fireball Const. & Reclamation
Address: Mt. Gay
W.V. 25053

Phone #: 304-687-9493
Fax # :
Email :

Name : Garry Long
Company: McCourt & Son Const.
Address: 5802 Centralia Rd
Sutton WV 26001

Phone# : 304 765-5582
Fax # : 304 765-5293
Email : glong@wirefire.com

Name : DAVID TIRLE
Company: ALLCON LLC
Address: 124 PHILPOT LANE
BEAVER WV 25813

Phone #: 304.310190
Fax # : 304.354232
Email : TIRLE CACI-WV.COM

Name : Ann Wadsworth
Company: EASTERN ARROW
Address: PO Box 4108
CHARLESTON WV
25304

Phone# : 304. 644-0255
Fax # : 0256
Email : easternarrow@hotmail.com

Name : Steve Carey
Company: CAREY CONCRETE
Address: P.O. Box 803
Wayne WV 25570

Phone #: 304-360-6338
Fax # : 304 272 9017
Email : stevecarey@yahoo.com

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN COMPANY
Address: 511 50th ST
CHARLESTON WV
25304

Phone# : 304-925-0253
Fax # : 9230
Email : DHB722@telco.com

Name : ASPEN CORP
Company: BRIA KNIGHT
Address: 2400 RITTER DRIVE
DANIELLS WV 25832

Phone #: 207-763-4573
Fax # : 207-763-4591
Email : BKNIGHT@ASPEN-GOLF.COM

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION INC
Address: P.O. BOX 218
KENNA WV
25748

Phone# : (304) 372-4378
Fax # : (304) 372-4378
Email :

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP16529
 Project: Belle Contracting
5-6020-87

Bid Date: 11/6/14
 Pre-Bid Date: 10/16/14

Name : BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: 515 WISEMAN FARMS
ROAD LIBERTY 25124
 Phone #: 304 586 3736
 Fax # : 304 586 3780
 Email : _____

Name : R. J. Copley
 Company: Tri County Leasing
 Address: PO Box
Holden WV 25625
 Phone# : 304-785-2224
 Fax # : 304-239-2774
 Email : _____

Name : Doug Vincent
 Company: Breakaway Inc.
 Address: 1539 old Turnpike Rd
Sutton WV 26601
 Phone #: 304 765-5317
 Fax # : 304-765-5789
 Email : doug@breakawaywv.com

Name : _____
 Company: _____
 Address: _____
 Phone# : _____
 Fax # : _____
 Email : _____

Name : Randy Carpenter
 Company: Carpenter Restoration
 Address: PO Box 13015
Cissonville, WV
 Phone # 304-984-1115
 Fax # : 984-2770
 Email : Rcarpenter@aol.com

Name : _____
 Company: _____
 Address: _____
 Phone# : _____
 Fax # : _____
 Email : _____

Name : Tommy Moore
 Company: Tri County Leasing
 Address: P.O. Box
Holden, W.Va 25625
 Phone #: 304-239-2770
 Fax # : 304-239-2774
 Email : tmoore4969@yahoo.com

Name : _____
 Company: _____
 Address: _____
 Phone# : _____
 Fax # : _____
 Email : _____

**Addendum #3- Questions During Pre-Bid Conference
For DEP16529
Belle Contracting, Inc.
Permit S-6020-87**

The following questions were identified at the Pre-Bid Conference (PBC) conducted on-site on October 16, 2014. 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: Existing Alkalinity Cell #2

Q1: What is the length of pipe from behind the proposed dike in Ditch A to the back of proposed Pond 4?

A1: Bid Item 8.0 is a lump sum item for construction of both the dike in Ditch A and installation of the dual pipes connecting to the back of proposed Pond 4. The total distance is estimated at sixty (60) feet for a total of 120 LF of 12-inch HDPE DR-17 pipe. The existing 6-inch PVC pipe at this location will be removed and disposed.

Q2: Do you have measurements of the ponds (1 and 2) that need to be cleaned out?

A2: The original design drawings are attached which list their dimensions.

Q3: Are there measurements for the proposed Pond 4?

A3: Pond 4 dimensions are listed on the drawing included in the bid package. Note that a corrected profile drawing is attached reflecting the actual correct pond depth as seven (7) feet, which includes five (5) foot water depth plus 2-12-inch discharge pipes plus one (1) foot cover.

Q4: Is there an orange safety fence currently within Alkalinity cell 2?

A4: No. The cell currently has approximately 5 feet of stone, underdrain piping and a liner. Stone and piping will be removed and disposed. Care will be taken to avoid damage to the liner. Per the plan, a layer of orange safety fence will be placed 18-inches above the bottom as a warning to future stone removal work.

Q5: Is there a bid item addressing stone for the main access road?

A5: The existing main access road was stoned during the original site construction. Stone required for spot repairs (with prior approval from the on-site inspector) may be taken from the 'Incidental Stone' item.

LOCATION: Proposed Alkalinity Cell #3 / Main Gate

Q6: Is there a separate fencing item to cover fencing removal and reinstallation work at Alkalinity Cell 3?

A6: Fence removal and replacement work necessary for construction of Alkalinity Cell 3 will be inclusive to all work under Item #14.0 'Construct Alkalinity Cell #3'.

**Addendum #3- Questions During Pre-Bid Conference
For DEP16529
Belle Contracting, Inc.
Permit S-6020-87**

ADDITIONAL INFORMATION AND DISCUSSIONS:

1. Any additional work requested by the property owner not addressed in this RFQ will not be paid under this project, but may be contracted separately between the Contractor and the property owner.
2. Due to steep slope, embankment height and access road construction, the outer embankment at proposed Pond 4 will need to be keyed into original ground and well compacted, per the specifications.
3. Used stone removed from the existing alkalinity cells may be disposed (incorporated) within the access road base course, in addition to (not as a replacement for) the final surfacing requirements described in the specifications. This disposal must also be located only in areas where drainage from the road will be controlled by (above) one of the on-site structures.

CORRECTIONS:

4. On the Bid Schedule, Item 6.0, 'Grouted Limestone V-Ditch #1', the quantity is corrected to 210 LF. The corrected Bid Schedule is attached.
5. Specifications, Item #7.0 ('Eliminate Alkalinity Cell #1, Construct Pond #4'), Two (2) twelve-inch (12") HDPE DR-17 pipes are now described for the pond outlet spillway instead of an open grouted spillway. This was shown on the plan view but not described in the specifications.
6. The 'V-Ditch Typical' drawing (attached) incorrectly showed the ditch depth. The drawing is now corrected to show the completed ditch as 24-inches (24") final flow depth plus 18-inches rip-rap depth.

CLARIFICATIONS:

7. Specifications, Item #12.0 ('Cleanout/Refill Alkalinity Cell #2'):
This item now describes repair of existing liner encountered and contractor responsibility for repair of new damage to the liner system from cleaning activities.
8. Specifications, Item #14.0 ('Construct Alkalinity Cell #3'):
Specifications now clarify the inclusion of a liner system within the alkalinity cell. This information was shown on the plan but inadvertently omitted from the specifications.
9. The 'Alkalinity Cells Profile' drawing (attached) is now clarified to reference both Alkalinity Cells #2 and #3.

TECHNICAL SPECIFICATIONS (REVISED SECTIONS)

7.0 (REVISED) ELIMINATE ALKALINITY CELL #1, CONSTRUCT POND #4

Eliminate Alkalinity Cell number one (#1) and construct Pond number four (#4) slightly 'downstream' from the cell, as shown on the plan, per Bid Item #7.0. The cost of pumping, limestone disposal, pond and spillway construction, liner and baffle curtain installation will be inclusive to the cost of Alkalinity Cell #2 elimination and Pond #4 construction.

ALKALINITY CELL #1 ELIMINATION

The alkalinity cell will be eliminated by pumping, in an approved manner, all standing water to a location designated at bid showing. The water discharged from the pumping of the cell will meet technical based effluent limitations. Limestone at the lower end of the cell which will be within the new pond area shall be removed and disposed on-site at an area designated by the DEP representative. Cell limestone not needing to be removed for the pond construction may be buried in-place and covered with the most available non-toxic, non-acid producing material. (Note that the access road will also be extended over this area.)

The cell may be filled with soil or used alkaline material and the area regraded with the cell area graded to match the surrounding terrain, eliminating all ability to impound or concentrate flow, and create a sheet flow across the regraded area. A final minimum 12-inch layer of soil material will be required to cap the area to the finished regrade line.

The pond spillway will consist of the 60-mil HDPE liner extended and fused to the existing liner for Ditch 'B' with a 4-inch (4") layer of grout overlaid on the liner.

POND #4 CONSTRUCTION

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 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.

The fill material shall be free of sod, roots, stones over six-inches in diameter, and other objectionable material (e.g. large vegetative materials, frozen soil, coal or coal processing wastes). All stones exceeding 6 inches shall be removed from the embankment material prior to being placed.

Fill material will be placed in six to eight inch (6"-8") layers and shall be continuous over the entire length of the fill. Compaction will be obtained by routing the hauling equipment over the fill so that the entire surface of the fill is traversed by at least one tread track of the equipment, or compaction shall be achieved by the use of a compactor. If necessary, compaction equipment (vibratory roller, sheep's foot roller, etc.) may be used to help secure a solid embankment, which will not slip or allow seepage of the ponded water. During construction the top berm may need to be wider than that shown on the plan to accommodate multiple dozer passes and overlapping tracking to obtain compaction across the entire top width of pond berm.

The base of any fill areas shall be undercut to solid material, and benched or keyed into the existing bank. The embankment shall be constructed to an elevation of ten percent (10%) higher than the design height to allow for settlement if compaction is obtained with hauling equipment. If compactors are used for compaction, the over-build may be reduced to five percent (5%).

EROSION PROTECTION - The earth embankment, areas above the pool and any other adjacent area disturbed during construction shall be seeded and mulched promptly after construction in accordance with bid item for Revegetation.

OUTLET - The pond outlet will consist of two twelve-inch (12") HDPE DR-17 pipes installed beneath the access road extension and emptying into existing Ditch 'B'.

POND #4 LINER

An HDPE liner shall be added to Pond #4. The pond wall and bottom will be a smooth surface so as to eliminate possible damage to the liner bottom. Additionally, the bottom of the pond will be graded to provide a minimum of 3% slope toward the lower (spillway) end to facilitate sludge removal. Before installing the liner, place at least a four inch (4") layer of sand on the bottom and partially on the sides of the pond.

The liner will be textured HDPE "Polyflex" Liner with a sixty (60) mil thickness or equivalent that will be fused on site and not leak. Handling and installation shall be per the manufacturer's recommendations. The

liner shall cover the entire inside of the pond, and will be anchored in at the top of the embankment and fused to the existing Ditch 'B' liner to allow no water to flow underneath.

BAFFLE CURTAINS

Two Aero-Flo, Inc. GREEN TYPE TWO TOUGH GUY TURBIDITY CURTAINS will be installed in the pond (call 1-866-241-6707 to order). 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. The barriers will be constructed of 22 oz. vinyl-polyester fabric.

The curtains will be anchored to the sides with stainless steel stakes, and will have a two foot gap between the curtain and the pond sides to allow flow through pond. Gaps will alternate, one on the left and one on the right, with the first proportional to the intake. The side without the gap will be flush with the pond wall.

Anchors for the bottom of the curtains will be placed on top of the liners and will be of sufficient weight so as not to move as sludge accumulates. Eyebolts, nuts, washers, and "S" hooks will be of stainless steel. The curtains must be contoured to fit on the one foot (1') vertical to two feet (2') horizontal slopes on the pond walls. End hems are heat sealed around a rope and grommets to allow attachment to each other with rope or bolts/nuts/washers.

12.0 (REVISED) CLEANOUT/REFILL ALKALINITY CELL #2

Provide all material, excavate and construct cell as indicated on the attached typicals, plans and cross sections for cleaning out and refilling Alkalinity Cell number two (#2). All underdrain piping shall be removed and disposed. DO NOT REPLACE UNDERDRAIN PIPES. The contractor shall provide all services, materials, equipment, or other materials necessary to execute the work. All cost for cleaning, pipe removal, liner repairs, limestone and safety fence will be inclusive to this item.

Prior to refilling, the cell liner must be demonstrated to the onsite DEP representative to be free of damage and capable of containing water. Existing damage to the liner shall be repaired as part of this item. Any damage to the liner as a result of cleaning activities shall be repaired by the contractor at no additional expense to the DEP.

ALKALINE MATERIAL

Replace rock with an eighteen inch (18") layer of CLEAN #57 limestone. Place orange plastic construction safety fence, lying flat, over all of the #57 limestone. A three foot (3') layer of thoroughly mixed 25% clean #57 limestone and 75% CLEAN 3" to 6" limestone will be placed on top of the construction fence. The same mixture will be used to construct two (2) dikes at the top of the cell. The tops of the dikes will be two feet (2') wide at the top, with a slope of 2'H to 1'V on the sides. The tops of the dikes will be even with the spillway.

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

14.0 (REVISED) CONSTRUCT ALKALINITY CELL #3

Provide all material, excavate and construct cell as indicated on the attached typicals, plans and cross sections for construction of Alkalinity Cell number two (#2). All cost for excavation, spoil disposal, lining, stone and safety fence installation to the attached plans will be inclusive to this item.

A 60-mil HDPE liner will be covered with an eighteen inch layer of CLEAN #57 limestone placed on the bottom of the cells. Plastic orange construction fence will be laid flat over the entire layer of #57 limestone. A three foot (3') layer of thoroughly mixed 25% clean #57 limestone and 75% CLEAN 3" to 6" limestone will be placed on top of the construction fence. The same mixture will be used to construct two (2) dikes at the top of the cell. The tops of the dikes will be two feet (2') wide at the top, with a slope of 2'H to 1'V on the sides. The tops of the dikes will be even with the spillway.

LINER

A 60-mil HDPE liner shall be included in Alkalinity Cell #3 construction. Liner will include sand base, placement, sealing and keying.

Each wall and bottom will be a smooth surface so as to eliminate possible damage to the liner bottom. Before installing the liner, place at least a four-inch (4") layer of sand on the bottom and partially on the sides of the cell.

The liner will be textured HDPE "Polyflex" Liner with a sixty (60) mil thickness or equivalent that will be fused on site and not leak. Handling and installation shall be per the manufacturer's recommendations. The liner shall cover the entire inside of the cell and will be anchored in at the top of the excavated sides to allow no water to flow underneath.

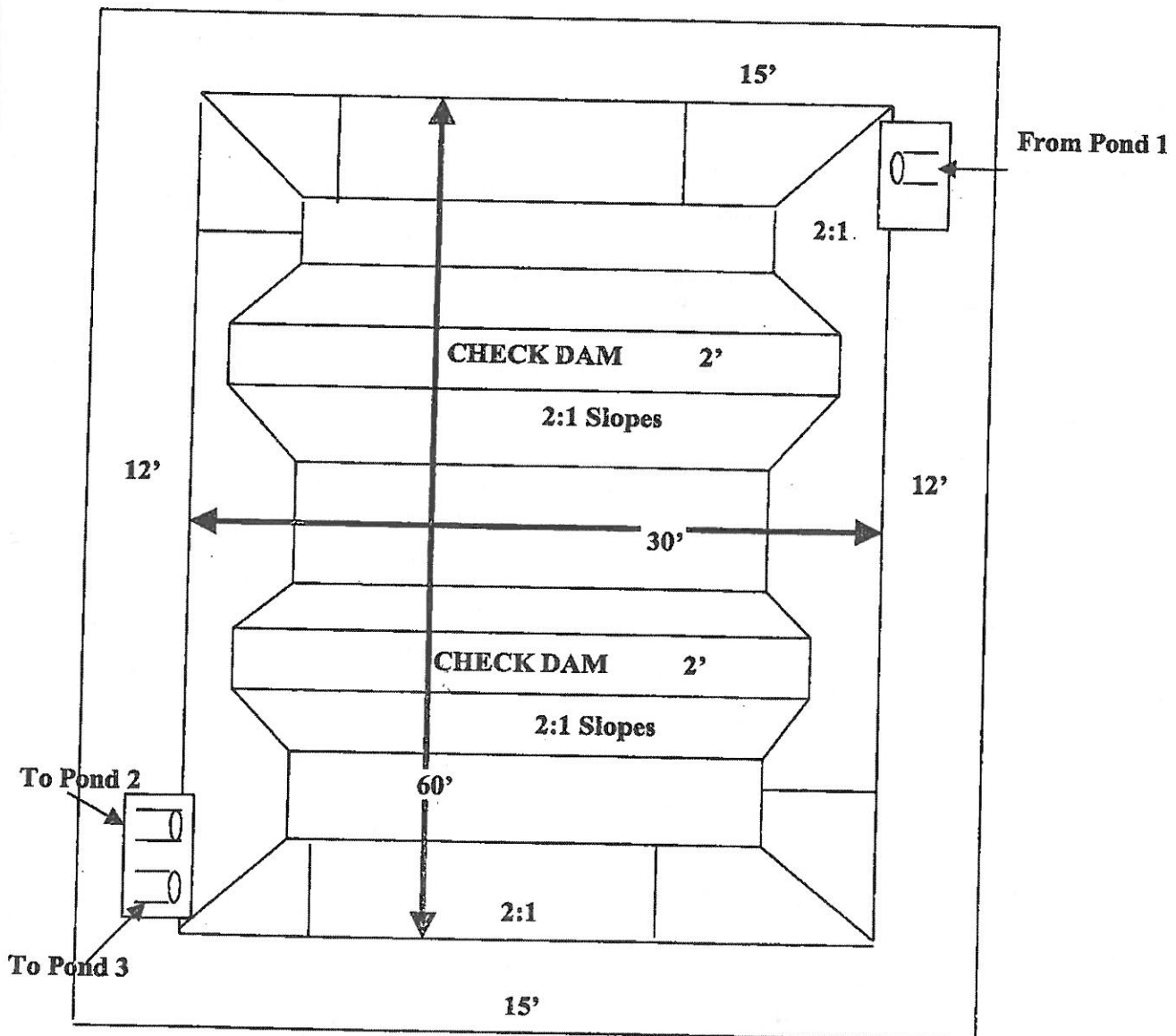
ALKALINE MATERIAL

All rock shall have a maximum weighted loss of 30 percent when subjected to 5 cycles of the sodium sulfate soundness test as outlined by ASTM C88, as modified by AASHTO T-104. If riprap suitability is questionable, durability shall be determined by the sodium sulphate test (ASTM C 88/AASHTO T 104-77).

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

BUYER 23	PAGE	REQ. OR PO NO DEP 16529
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC.
S-6020-87



CELL LINED WITH 60 MIL. LINER

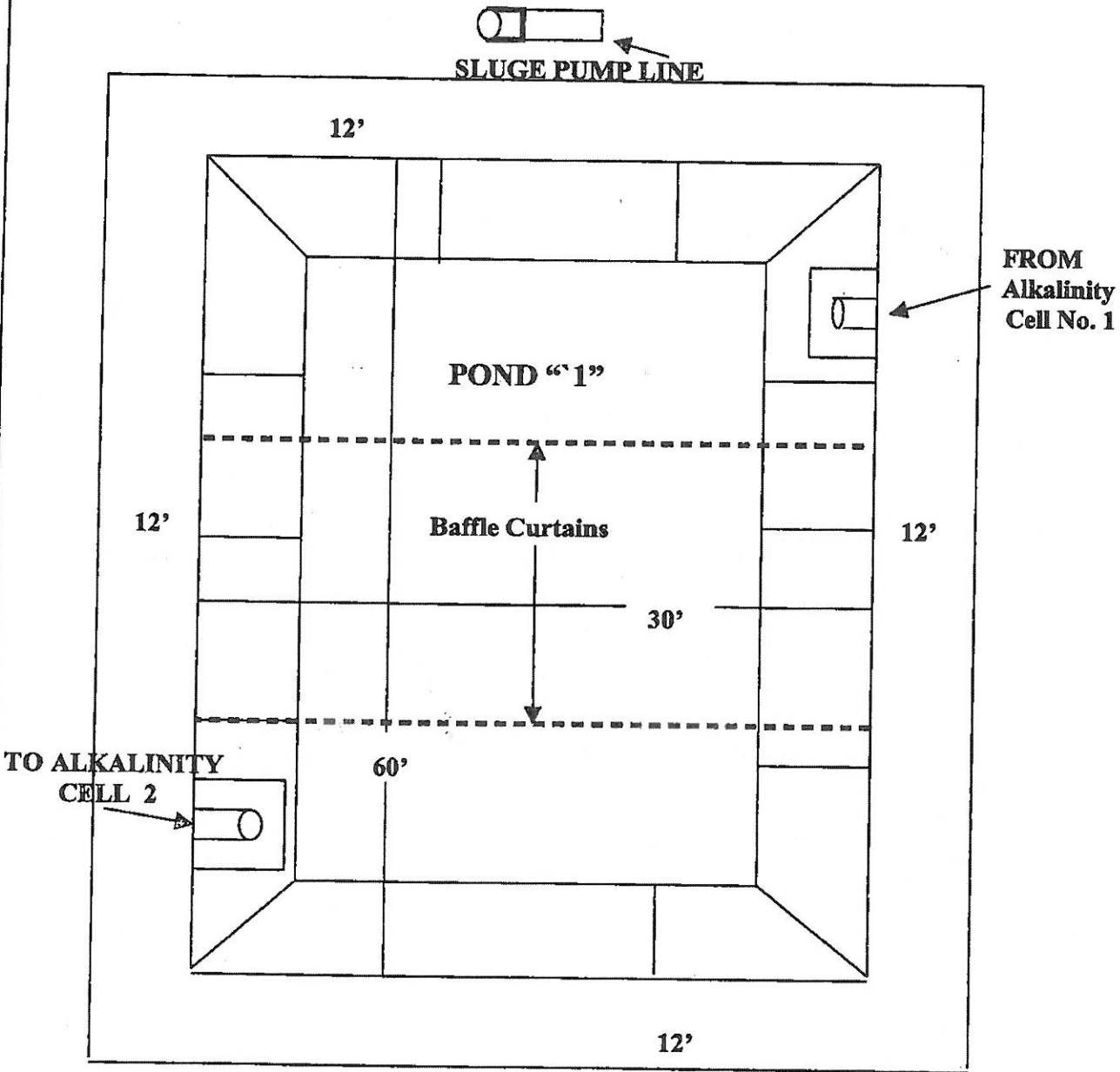
NOTE: CELL DEPTH IS 6 FEET, 2 OF WHICH WILL BE FREEBOARD. CELL WILL HAVE 2 CHECK DAMS INSTALLED AT DIRECTION OF ON SITE DEP PERSONNEL. CHECK DAMS WILL BE CONSTRUCTED NORMAL LIMESTONE RIP-RAP

OFFICE OF SPECIAL RECLAMATION	
ALKALINITY CELL NO. 2 TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER 23	PAGE	REQ. OR PO NO DEP 16529
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87



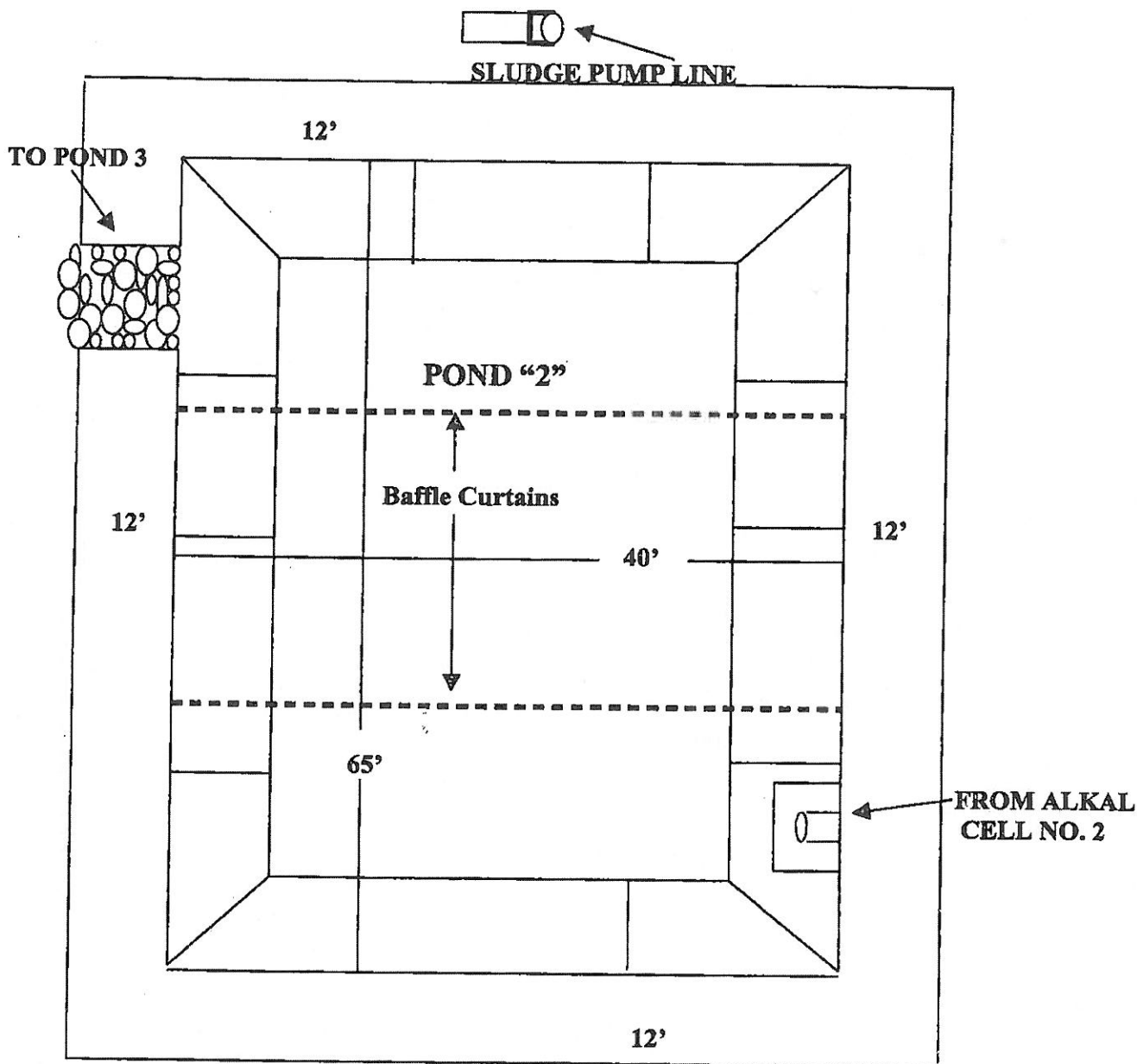
NOTE: POND DEPTH IS 6 FEET, 2 OF WHICH WILL BE FREEBOARD. POND SHALL BE LINED WITH HDPE 60 MIL. LINER.

OFFICE OF SPECIAL RECLAMATION	
POND "1" TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER 23	PAGE	REQ. OR PO NO DEP 16529
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION / OFFICE OF SPECIAL RECLAMATION		

BELLE CONTRACTING, INC. S-6020-87



NOTE: POND DEPTH IS 6 FEET, 2 OF WHICH WILL BE FREEBOARD. POND SHALL BE LINED WITH HDPE 60 MIL. LINER.

OFFICE OF SPECIAL RECLAMATION	
POND "2" TYPICAL ATTACHMENT	
SCALE: NOT TO SCALE	DRAWN BY:
DATE:	PROJECT NO:

BELLE CONTRACTING, INC.

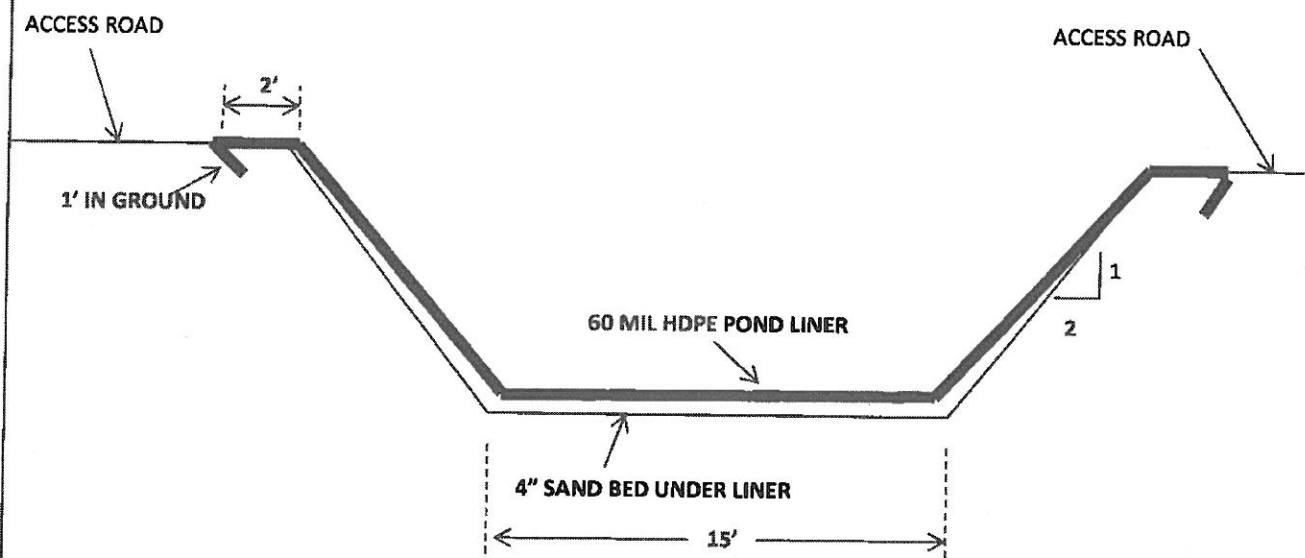
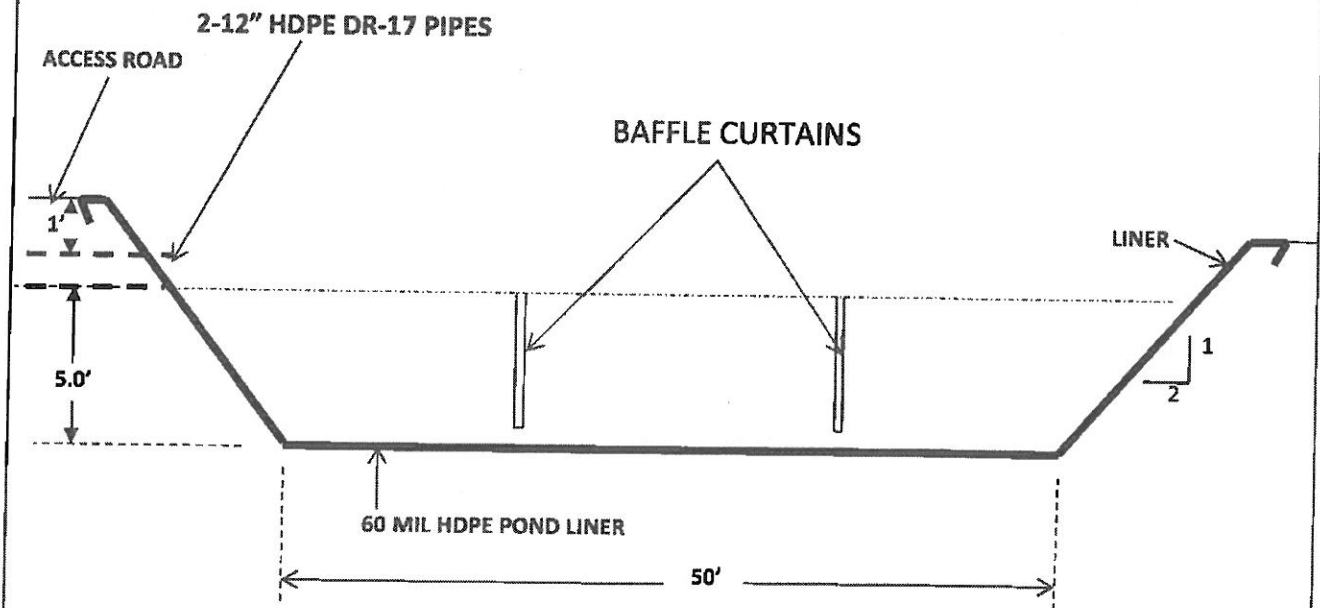
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REQ. OR PO. NO.
DEP 16529

POND 4 PROFILE

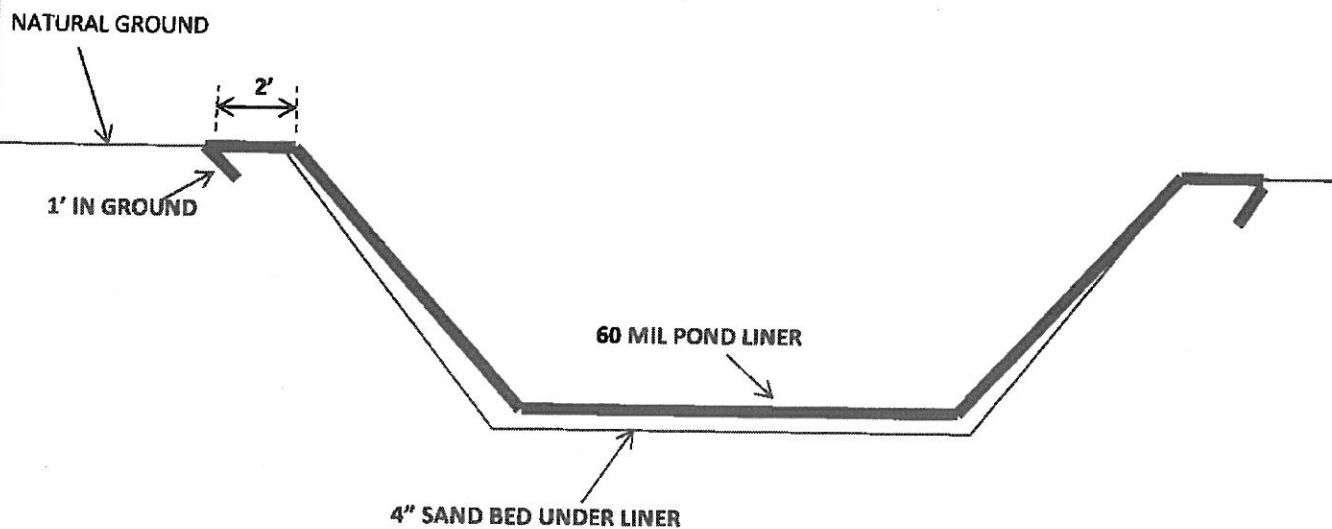
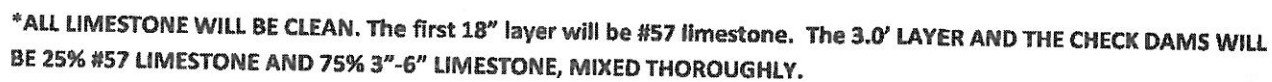


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REQ. OR PO. NO.
DEP 16529

ALKALINITY CELLS #1 & #2 PROFILE



BELLE CONTRACTING, INC.

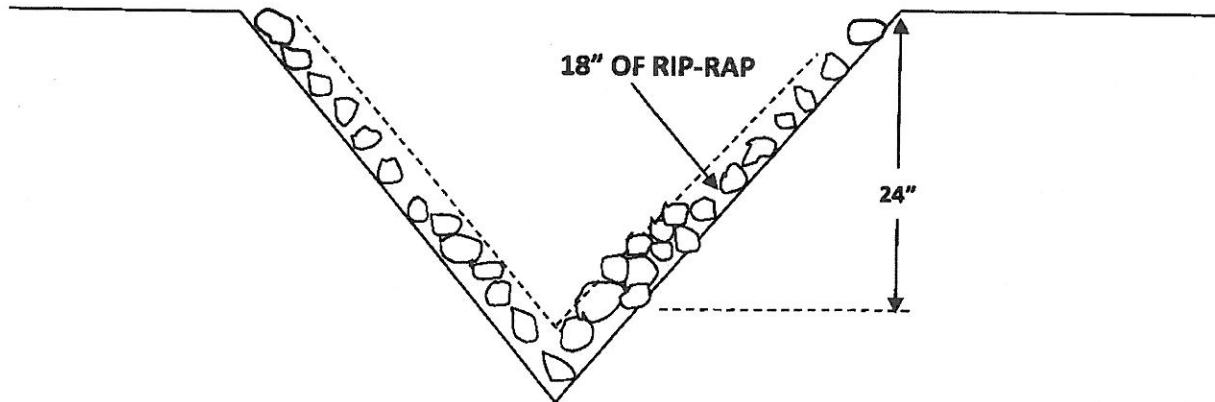
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BUYER
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PAGE

REQ. OR PO. NO.
DEP16529

V-DITCH TYPICAL



DITCH NUMBER	DEPTH	BOTTOM WIDTH	LENGTH (LF)	LINING
V-DITCH #1	2'	0'	210'	GROUTED LIMESTONE RIP-RAP
V-DITCH #2	2'	0'	315'	LIMESTONE RIP-RAP
POND #4 SPILLWAY				2-12" HDPE DR-17 PIPES

SOLICITATION NUMBER: DEP1500000017

Addendum Number: 04

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

This addendum is issued for the following reasons:

1. To delete the vendor preference documentation which was attached in error with the original solicitation. Vendor preference will not affect the award of this solicitation.
2. To correct the correct quantities listed on the commodity lines to match those listed on the pricing sheet.

The bid opening date will remain the same of November 20, 2014 at 1:30 PM, EST.

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.

SOLICITATION NUMBER: DEP1500000017

Addendum Number: 05

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:

This addendum is issued to correct the following errors:

1. To attach a copy of bid bond for and preparation instructions.
2. To attach a copy of the drug free workplace affidavit and drug free worksheet.

The bid opening date will change to December 4, 2014 at 1:30 PM, EST.

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Breakaway, Inc.
of Sutton, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH 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 of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Belle Contracting, Inc. Putnam County Mine Reclamation DEP16529

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
20th day of November, 2014.

Principal Corporate Seal

Breakaway, Inc.
(Name of Principal)
By *Tonya Vincer*
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: *Kimberly S. Burdette*
Kimberly S. Burdette, Licensed WV Resident Agent Attorney-in-Fact

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

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

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

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

ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, TRAVIS A. HILL, JR., PAMELA V. LANHAM, GARY R. FREEMAN, KIMBERLY S. BURDETTE, 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 **16th** day of **AUGUST** A.D., **2013**.

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 **16th** day of **AUGUST** A.D., **2013**, 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 **20th** day of **November** A.D., **2014**.



Frank A. Carrino Secretary

Frank A. Carrino, Secretary

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: Breakaway, Inc.Vendor Telephone: 304-765-5317Vendor Address: 1539 Old Turnpike Rd
Sutton, WV 26601Vendor Fax: 304-765-5389



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

STATE OF WEST VIRGINIA,

COUNTY OF Braxton, TO-WIT:

I, Tonya Vincent, after being first duly sworn, depose and state as follows:

1. I am an employee of Breakaway, Inc.; and,
(Company Name)
2. I do hereby attest that Breakaway, Inc.
(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: Tonya Vincent

Title: President

Company Name: Breakaway, Inc.

Date: 12/04/2014

Taken, subscribed and sworn to before me this 04 day of December, 2014.

By Commission expires April 11, 2024



Erica Toler
(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: Breakaway, Inc.
Authorized Signature: [Signature] Date: 12/04/2014

State of WV

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 04 day of December, 2014.

My Commission expires April 11, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Erica Toler]

Purchasing Affidavit (Revised 07/01/2012)

