



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

State of West Virginia  
Request for Quotation  
09 - Construction

Proc Folder: 26955

Doc Description: Addendum No. 1 Ebenezer Run Highwall #9 - Reclamation

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-01-29	2015-02-17 13:30:00	CRFQ 0313 DEP1500000026	2

**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:

**Carpenter Reclamation Inc.**  
**P.O. Box 13015**  
**Sissonville, WV 25360**

304 984-1115

License # WV007728

02/17/15 12:43:00  
WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins

(304) 558-2157

beth.a.collins@wv.gov

TOTAL \$ 658,330.00

Signature X

*Kelly Carpenter*

FEIN # 55-0693493

DATE 2-17-15

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization & Demobilization	1.00000	LS	50,000.00	50,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

(Not to exceed 10% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Layout Stakes	1.00000	LS	25,000.00	25,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

(Not to exceed 5% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Quality Control	1.00000	LS	15,000.00	15,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

(Not to exceed 3% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Site Preparation	1.00000	LS	50,000.00	50,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

(Not to exceed 10% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Temporary Access Road	240.00000	LF	20.00	4,800.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

Temporary Access Road

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Silt Fence	160.00000	LF	4.00	640.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Silt Fence

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Stablized Construction Entrance	1.00000	EA	1,000.00	1,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Stablized Construction Entrance

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Straw Wattles	11178.00000	LF	5.00	55,890.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Straw Wattles

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Sediment Tube Traps	7.00000	EA	1,000.00	7,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Sediment Tube Traps

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Sediment Trap	3.00000	EA	1,000.00	3,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Sediment Trap

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Revegetation	12.10000	ACRE	3,000.00	36,300.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	2 Ft. Bottom Trapezoidal Channel (2H:1V)	2758.00000	LF	50.00	137,900.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
2 Ft. Bottom Trapezoidal Channel (2H:1V)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3 Ft. Bottom Trapezoidal Channel (3H:1V)	710.00000	LF	60.00	42,600.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3 Ft. Bottom Trapezoidal Channel (3H:1V)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Outlet Protection	3.00000	EA	1,000.00	3,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Outlet Protection

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Low Water Crossing	3.00000	EA	1,000.00	3,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Low Water Crossing

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Unclassified Excavation (Cut Material Unadjusted)	74400.00000	CY	3.00	223,200.00

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Unclassified Excavation (Cut Material Unadjusted)

TOTAL \$ 658,330.00

DEP1500000026	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 1 Ebenezer Run Hi ghwall #9 - Reclamation	<b>Page 9</b> <b>of 9</b>
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#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: DEP1500000026

Addendum Number: 1

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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:**

Addendum #1:

- 1) To provide a copy of the pre-bid meeting sign-in sheet for the above solicitation.
- 2) To provide a copy of the revised bid sheet.
- 3) To provide answers and clarification of technical questions.
- 4) To provide addendum acknowledgment. This document should be signed and returned with your bid. Failure to sign and return may result in the disqualification of your bid.

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

**Terms and Conditions:**

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

# ATTACHMENT A

**Addendum #1 - Questions During Pre-Bid Meeting  
EBENEZER RUN HW #9  
DEP17014**

The following comments and questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflict between the two.

**Comments:**

The WVDEP-AML has obtained the Construction Storm Water General Permit from WVDEP DWWM for this project. Upon award of the construction contract to the successful bidder, the Contractor shall complete and submit an application titled Co-Applicant #1 Signature Page to WVDEP-AML to modify the existing NPDES registration for this project to make the Contractor the Co-Applicant #1 to the permit prior to scheduling a Pre-Construction Conference.

Upon receipt of the completed form, WVDEP-AML will request WVDEP DWWM to transfer the registration for this project such that the Contractor is Co-Applicant #1 with WVDEP-AML being Co-Applicant #2. As such, the Contractor shall assume responsibility for compliance with the terms and conditions of the permit including modifications and any future correspondence such as registration renewal invoices, inspection reports, and notices of violation shall be forwarded to the Contractor.

The WVDEP DWWM will notify the Contractor and WVDEP-AML when the successful transfer of registration is completed. A Notice to Proceed will not be issued until the successful transfer of registration has been completed. Once the transfer has been completed, the WVDEP will continue to be responsible for any modification fees and annual renewal fees incurred up until the date of the final inspection of the project that occurs after completion of construction activities at the site. The Contractor shall be responsible for any and all costs associated with violations and fines assessed against the project that are a result of the Contractor's negligence, carelessness, or failure to install permanent controls as part of the work as scheduled.

The Contractor shall apply for a Notice of Termination (NOT) from WVDEP DWWM via the Construction Storm Water website <http://www.dep.wv.gov/Programs/stormwater/csw/Documents/Construction> upon completion of construction activities at the site. The NOT shall be issued by WVDEP DWWM upon completion of the project. The Contractor will continue to be bound by the terms and conditions of the permit until the NOT has been approved by WVDEP DWWM. Once the project is complete, the Contractor will still bear responsibility for the NPDES registration until a NOT is received from the WVDEP DWWM.

Addendum #1  
Ebenezer Run HW #9  
DEP17014

In addition, the following answers are provided from questions asked during the Pre-Bid Conference. The directives provided herein take precedence over verbal directives at the Pre-Bid Conference should there be any conflict between the two.

- 1) Straw wattles shall be installed along the contour of the regraded area at the locations shown on the reclamation plan. They shall be installed in accordance with the attached detail from the BMP manual. Straw wattles are paid under Bid Item 5.3. They are specified as 12" straw wattles as are available from ACF Environmental or approved equal.
- 2) The sediment traps shown on Sheets 28 and 29 labeled Wattle Sediment Traps are actually Sediment Tube Traps. They shall consist of erosion eels as are available from ACF Environmental. They shall be installed across the toe channels at the locations shown on the Erosion and Sediment Control Plan. They shall be 9.5" in diameter; 10' long stacked two units high. Sediment tube traps are paid under Bid Item 5.4
- 3) Sediment traps 1, 2, and 3 are stone weir traps. The BMP manual states that the trap should provide a storage area which is at least twice as long as it is wide; with the outlet position at the furthest possible point from the inlet (measured from point of maximum runoff introduction to the outlet). Baffling is not required if this 2 to 1 ratio can be met. Sediment tube traps are paid under Bid Item 5.5.
- 4) Outlet protection shall consist of D50 = 12" riprap. It shall be installed for the width of the channel it is associated with and the length shall be 1.5 times the width.
- 5) The channel lining for the toe and collection channels shall be North American Green S-75 RECP or equal. See attached specification for North American Green S-75 RECP.

**This project shall be bid in accordance with the attached Revised Bid Schedule.**

The Contractor shall have 180 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250.00 per day liquidated damages clause will be in effect after the 180 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.

# Ebenezer Run Highwall # 9 Project

DEP 17014

Revised Contractor's Bid Sheet

Company Name: Carpenter Reclamation

Address: P.O. Box 13015

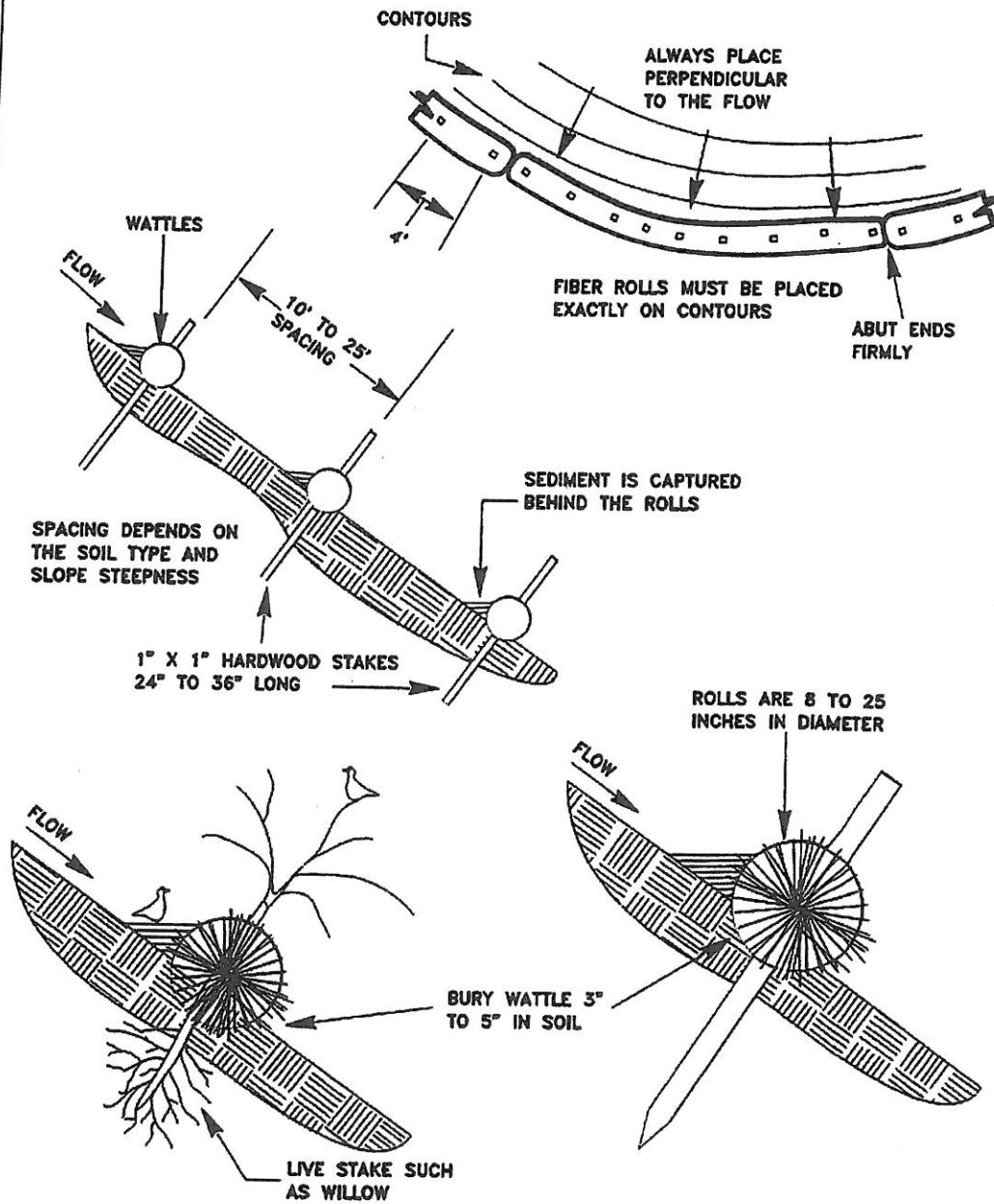
Siasonville, WV 25360

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1 L.S.	MOBILIZATION AND DEMOBILIZATION (NOT TO EXCEED 10% OF TOTAL AMOUNT BID)	50,000.00	\$ 50,000.00
2.0	1 L.S.	CONSTRUCTION LAYOUT STAKES (NOT TO EXCEED 5% OF TOTAL AMOUNT BID)	25,000.00	\$ 25,000.00
3.0	1 L.S.	QUALITY CONTROL (NOT TO EXCEED 3% OF TOTAL AMOUNT BID)	15,000.00	\$ 15,000.00
4.1	1 L.S.	SITE PREPARATION (NOT TO EXCEED 10% OF TOTAL AMOUNT BID)	50,000.00	\$ 50,000.00
4.2	240 L.F.	TEMPORARY ACCESS ROAD	20.00	\$ 4,800.00
5.1	160 L.F.	SILT FENCE	4.00	\$ 640.00
5.2	1 EA.	STABILIZED CONSTRUCTION ENTRANCE	1,000.00	\$ 1,000.00
5.3	11,178 L.F.	STRAW WATTLES	5.00	\$ 55,890.00
5.4	7 EA.	SEDIMENT TUBE TRAPS	1,000.00	\$ 7,000.00
5.5	3 EA.	SEDIMENT TRAP	1,000.00	\$ 3,000.00
6.0	12.1 Acre	REVEGETATION	3,000.00	\$ 36,300.00
7.1	2,758 L.F.	2 FT. BOTTOM TRAPEZOIDAL CHANNEL (2H:1V)	50.00	\$ 137,900.00
7.2	710 L.F.	3 FT. BOTTOM TRAPEZOIDAL CHANNEL (3H:1V)	60.00	\$ 42,600.00
7.3	3 EA.	OUTLET PROTECTION	1,000.00	\$ 3,000.00
7.4	3 EA.	LOW WATER CROSSING	1,000.00	\$ 3,000.00
8.0	74,400 C.Y.	UNCLASSIFIED EXCAVATION	3.00	\$ 223,200.00
TOTAL				\$ 658,330.00

FIGURE 3.06.1

## WATTLES



ADAPTED FROM JOHN MCCULLAGH, SALIX AND OREGON DEC

# temporary erosion protection

## EROSION CONTROL BLANKETS – SHORT-TERM PHOTODEGRADABLE

North American Green's short-term photodegradable erosion control blankets consist of an evenly distributed layer of 100% agricultural straw stitched to a single or double polypropylene netting structure with degradable thread.

They are designed to provide erosion protection and assist with vegetation establishment for 45 days up to 12 months, depending on the type of product, in applications such as moderately sloping areas and low-flow channels where bare-ground seeding and loose mulches often fail. After the blankets degrade, soil erosion is controlled by the root, stem and leaf structures of the mature vegetation.

### Typical Applications\*



4:1 – 3:1 Slopes



Low-Flow Channels

Permissible Shear Stress:  
1.55 lbs/ft<sup>2</sup> (74 Pa)

### S75® / DS75® SINGLE NET STRAW BLANKETS

S75® and DS75® are constructed of 100% straw fiber stitched with degradable thread to a lightweight photodegradable polypropylene top net. S75 is designed to provide erosion protection and mulching on moderate slopes and low-flow channels in low maintenance areas for up to 12 months. Designed for high maintenance areas where close mowing will occur soon after installation, the DS75 degrades within 45 days because of special additives in the thread and top net that facilitate breakdown in sunlight.

#### STANDARD ROLL SPECIFICATIONS

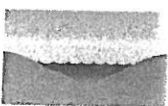
Width: 6.67 ft (2.03 m) Area: 80 yd<sup>2</sup> (66.89 m<sup>2</sup>)  
Length: 108 ft (32.92 m) Approx. Weight: 40 lbs (18.14 kg)  
(other width options available)

<p>TOP NET Lightweight photodegradable polypropylene 1.50 lbs/1000 ft<sup>2</sup> (0.73 kg/100 m<sup>2</sup>) approx wt</p> <p>STRAW FIBER 0.50 lbs/yd<sup>2</sup> (0.27 kg/m<sup>2</sup>)</p> <p>THREAD Degradable</p>	<b>S75</b>
<p>TOP NET Lightweight accelerated photodegradable polypropylene 1.50 lbs/1000 ft<sup>2</sup> (0.73 kg/100 m<sup>2</sup>) approx wt</p> <p>STRAW FIBER 0.50 lbs/yd<sup>2</sup> (0.27 kg/m<sup>2</sup>)</p> <p>THREAD Accelerated degradable</p>	<b>DS75</b>

### Typical Applications\*



3:1 – 2:1 Slopes



Moderate-Flow Channels

Permissible Shear Stress:  
1.75 lbs/ft<sup>2</sup> (84 Pa)

### S150® / DS150® DOUBLE NET STRAW BLANKETS

S150® and DS150® feature a 100% straw fiber matrix stitched with degradable thread between lightweight photodegradable polypropylene top and bottom nets. The double net construction provides greater structural integrity than single net blankets for use on steeper slopes and in channels with moderate water flow. S150 is designed to provide erosion protection and mulching for up to 12 months. Designed for high maintenance areas where close mowing will occur soon after installation, the DS150 will degrade within 60 days because of special additives in the thread and top net that facilitate breakdown in sunlight.

#### STANDARD ROLL SPECIFICATIONS

Width: 6.67 ft (2.03 m) Area: 80 yd<sup>2</sup> (66.89 m<sup>2</sup>)  
Length: 108 ft (32.92 m) Approx. Weight: 40 lbs (18.14 kg)  
(other width options available)

<p>TOP NET Lightweight photodegradable polypropylene 1.50 lbs/1000 ft<sup>2</sup> (0.73 kg/100 m<sup>2</sup>) approx wt</p> <p>STRAW FIBER 0.50 lbs/yd<sup>2</sup> (0.27 kg/m<sup>2</sup>)</p> <p>BOTTOM NET Lightweight photodegradable polypropylene 1.50 lbs/1000 ft<sup>2</sup> (0.73 kg/100 m<sup>2</sup>) approx wt</p> <p>THREAD Degradable</p>	<b>S150</b>
<p>TOP NET Lightweight accelerated photodegradable polypropylene 1.50 lbs/1000 ft<sup>2</sup> (0.73 kg/100 m<sup>2</sup>) approx wt</p> <p>STRAW FIBER 0.50 lbs/yd<sup>2</sup> (0.27 kg/m<sup>2</sup>)</p> <p>BOTTOM NET Lightweight photodegradable polypropylene 1.50 lbs/1000 ft<sup>2</sup> (0.73 kg/100 m<sup>2</sup>) approx wt</p> <p>THREAD Accelerated degradable</p>	<b>DS150</b>

\*NOTE: This guide is for general purposes only. Actual project design and product selection should be developed using North American Green's ECMDS® software program.

REQUEST FOR QUOTATION NO. DEP17014**SIGN IN SHEET**

PLEASE PRINT

Page 1 of 3Date: 1/21/2015

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>GREEN MOUNTAIN COMPANY</u>	<u>511 50<sup>th</sup> ST</u>	PHONE <u>304-925-0257</u>
Rep: <u>David H. Bowman</u>	<u>Charleston WV</u>	TOLL FREE <u>—</u>
Email Address: <u>DHB722@yahoo.com</u>	<u>25304</u>	FAX <u>304-925-9230</u>
Company: <u>Fast Supply Inc</u>	<u>Rt 4 Box 444</u>	PHONE <u>304-326-0196</u>
Rep: <u>Dion Wamsley</u>	<u>Mt. Clar WV</u>	TOLL FREE <u>cell # 304-203-2351</u>
Email Address: <u>dwamsley@fastersupply.com</u>		FAX
Company: <u>JL Pretzel Contracting</u>	<u>PO Box 246</u>	PHONE <u>304-379-7789</u>
Rep: <u>JAMIE Pretzel</u>	<u>Bruceston Mills WV 26525</u>	TOLL FREE
Email Address: <u>JLP@JLPretzel.com</u>		FAX <u>304-379-7788</u>
Company: <u>EASTERN ARROW</u>	<u>PO Box 4108</u>	PHONE <u>304-414-0255</u>
Rep: <u>Ann Knowlton</u>	<u>Charleston WV</u>	TOLL FREE
Email Address: <u>easternarrow@hotmail.com</u>	<u>25306</u>	FAX <u>0256</u>
Company: <u>ALL CON LLC</u>	<u>124 WHILDIT LANE</u>	PHONE <u>304-731-0190</u>
Rep: <u>DAVID TRUE</u>	<u>BEAVER WV 25813</u>	TOLL FREE
Email Address: <u>DTTRUE@ALLCONWV.COM</u>		FAX <u>304-255-4232</u>

REQUEST FOR QUOTATION NO. DEP17014

## SIGN IN SHEET

PLEASE PRINT

Page 2 of 3Date: 1/21/2015

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>McCourt &amp; Son Const.</u>	<u>5802 Centralia Rd</u>	PHONE <u>304 765-5288</u>
Rep: <u>GARY LONG</u>	<u>Sutton WV 26601</u>	TOLL FREE
Email Address: <u>glong@wirefire.com</u>		FAX <u>304 765-5293</u>
Company: <u>Pineville Paving &amp; Excavating</u>	<u>P.O. Box 1290</u>	PHONE <u>304-732-8303</u>
Rep: <u>Kevin Bradford</u>	<u>Pineville WV 24874</u>	TOLL FREE
Email Address: <u>Kevin.Bradford@AOL.com</u>		FAX <u>304-732-7855</u>
Company: <u>ROMIE SPENCER INC</u>	<u>HC 74 Box 207</u>	PHONE <u>304-364-8626</u>
Rep: <u>J.P. SPENCER</u>	<u>Duck WV 25063</u>	TOLL FREE
Email Address: <u>RHS2@hughes.net</u>		FAX <u>-8376</u>
Company: <u>Kimberly Rinenauer J</u>	<u>140 VIP Dr.</u>	PHONE <u>304 864. 7899</u>
Rep: <u>Instant Growth Hydroseeding</u>	<u>Masontown, WV 24556</u>	TOLL FREE <u>or 352 978 6151</u>
Email Address: <u>Kimberly@hydroseedingwv.com</u>		FAX <u>304. 864. 7849</u>
Company: <u>RBS INC.</u>	<u>PO BOX 198</u>	PHONE <u>304-497-3800</u>
Rep: <u>JK ROSE</u>	<u>MAXWELTON, WV 24957</u>	TOLL FREE
Email Address: <u>UNIONCONCRETE@FRONTIER.NET, NET</u>		FAX <u>304-497-3802</u>

REQUEST FOR QUOTATION NO. DEP17014

## SIGN IN SHEET

PLEASE PRINT

Page 3 of 3Date: 1/21/2015

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

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WILLIAMS EXCAVATING</u>	<u>3801 CR 22A</u>	PHONE <u>740-937-2077</u>	
Rep: <u>TRAVIS TIPTON</u>	<u>BLOOMINGDALE, OH</u>	TOLL FREE	
Email Address: <u>WtTipton@williamsx.com</u>	<u>43910</u>	FAX <u>740-937-2022</u>	
Company: <u>Land Plus</u>	<u>112 Wesley Dr</u>	PHONE <u>304-282-1136</u>	
Rep: <u>Chad Bilotta</u>	<u>Morgantown WV</u>	TOLL FREE	
Email Address: <u>Cworkbil@gmail.com</u>		FAX <u>304-594-0311</u>	
Company: <u>J F ALLEN CO</u>	<u>PO BOX 2049</u>	PHONE <u>304-472-8896</u>	
Rep: <u>JAMIES ALLEN</u>	<u>1 Buckhannon WV</u>	TOLL FREE	
Email Address: <u>JAMIES.ALLEN@JFALLENCO.COM</u>	<u>26201</u>	FAX <u>304-472-8897</u>	
Company: <u>Michael Baker</u>	<u>4301 Patch Ridge Rd</u>	PHONE <u>724-495-4225</u>	
Rep: <u>Bill Neiden</u>	<u>Berwyn, PA 15009</u>	TOLL FREE	
Email Address: <u>wneiden@mbakerintl.com</u>		FAX	
Company: <u>Carpenter Excavation</u>	<u>PO BX 13015</u>	PHONE <u>304-984-1115</u>	
Rep: <u>Randy Carpenter</u>	<u>Sissonville, WV</u>	TOLL FREE	
Email Address: _____	<u>25360</u>	FAX <u>954-2770</u>	

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP1500000026**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Carpenter Reclamation, Inc.

Company

Kulley Carpenter

Authorized Signature

2-17-15

Date

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

Revised 6/8/2012



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

State of West Virginia  
Request for Quotation  
09 — Construction

Proc Folder: 26955

Doc Description: Ebenezer Run Highwall #9 - Reclamation Project DEP17014

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-30	2015-02-17 13:30:00	CRFQ 0313 DEP1500000026	1

**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:

Carpenter Reclamation Inc.  
P.O. Box 13015  
Sissonville, WV 25360

304 984-1115

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins

(304) 558-2157

beth.a.collins@wv.gov

Signature X

*Kelly Carpenter*

FEIN #

55-0693493

DATE

2-17-15

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

See Addendum #1

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mobilization & Demobilization	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

(Not to exceed 10% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Construction Layout Stakes	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :

(Not to exceed 5% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Quality Control	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

(Not to exceed 3% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Site Preparation	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

(Not to exceed 10% of Total Amount Bid)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Temporary Access Road	240.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Temporary Access Road

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Silt Fence	160.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Silt Fence

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Super Silt Fence	230.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Super Silt Fence

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Stabilized Construction Entrance	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Stabilized Construction Entrance

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Sediment Tube Traps	7.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Sediment Tube Traps

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Sediment Trap	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Sediment Trap

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Sediment Baffle	270.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Sediment Baffle

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Revegetation	12.10000	ACRE		

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description :  
Revegetation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	2 Ft. Bottom Trapezoidal Channel (2H:1V)	2758.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

2 Ft. Bottom Trapezoidal Channel (2H:1V)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3 Ft. Bottom Trapezoidal Channel (3H:1V)	710.00000	LF		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

3 Ft. Bottom Trapezoidal Channel (3H:1V)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Low Water Crossing	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Low Water Crossing

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Unclassified Excavation (Cut Material Unadjusted)	74400.00000	CY		

Comm Code	Manufacturer	Specification	Model #
77111603			

**Extended Description :**

Unclassified Excavation (Cut Material Unadjusted)

DEP1500000026	<b>Document Phase</b> Final	<b>Document Description</b> Ebenezer Run Highwall #9 - Reclamation Project DEP17014	<b>Page 9</b> of 9
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# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

☐ A **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:

January 21, 2015 at 10:00 AM, EST.

Travel on SR-2 to SR-2/1 in Follansbee. Turn onto SR-2/1 and proceed for approx. 4.5 miles to St. Johns Church Road, CR-14, just past St. Johns Cemetery. Travel on CR-24 for approx. 0.25 mile to Ginger Lane, turn left and travel approx. 500' to the access road on the right.

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: January 26, 2015 at 5:00 PM, EST

Submit Questions to: Beth A. Collins, senior buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [beth.a.collins@wv.gov](mailto:beth.a.collins@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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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 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).

Bid Opening Date and Time: February 17, 2015 at 1:30 PM, EST.

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

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of Contract Value. 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 Liability

☐

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☐

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

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

☐☐☐☐

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

9. **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  
Two hundred fifty dollars (\$250.00) per day  
for each day of delay

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 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](mailto: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 hearth, 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: Carpenter Reclamation, Inc.

Contractor's License No. WV007728

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.

**WEST VIRGINIA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF ABANDONED MINE LANDS**  
**AND RECLAMATION**

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**COUNTY**  
**OF**  
**BROOKE**

-----  
**NAME OF PROJECT**  
**EBENEZER RUN HIGHWALL #9**  
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**NOTICE**

**ALL PAPERS BOUND WITH OR ATTACHED TO**  
**THE BID FORM ARE A NECESSARY PART**  
**THEREOF AND MUST NOT BE DETACHED**

## **ARTICLE I - DEFINITIONS**

## **ARTICLE I - DEFINITIONS**

- 14.0 "Work" shall be understood to mean and include any and all of the labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by and required to complete the contract.**

### **ARTICLE III - GENERAL CONDITIONS**

## ARTICLE III - GENERAL CONDITIONS

### 1.0 ENUMERATION OF CONTRACT DOCUMENTS

#### 1.1 Drawings

Construction drawings (36 sheets) for the reclamation of the project as prepared by for the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation, 601 57th Street, SE, Charleston, West Virginia 25304-2345, Telephone (304) 926-0485.

#### 1.2 Specifications

See Index

#### 1.3 Addenda

No. _____	Date _____
No. _____	Date _____
No. _____	Date _____
No. _____	Date _____

### 2.0 CORRELATION OF DOCUMENTS

- 2.1 The intent of the contract documents is to include all labor, materials, equipment, operations and transportation necessary for the proper execution and completion of the work. The contract documents are complementary and what is required by one is required by all.
- 2.2 The Contractor shall carefully study and compare the contract documents and shall at once report to DEP any error, inconsistency or omission it may discover. Contractor shall not proceed with the work affected by such error, inconsistency, or omission until resolved to the satisfaction of itself and DEP.
- 2.3 The drawings and specifications are correlative and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings and be included in the specifications, and be required to complete the work under the contract, it shall be executed as if shown on both and contained in both; except that it is not intended that items or work not applicable or required be provided unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.
- 2.4 In case of disagreement or conflict between drawings and specifications, or inconsistencies, errors, or if omissions be discovered in the drawings and specifications, or if in any part the meaning of either or both shall be considered obscure or uncertain, the Director or his/her authorized

### **ARTICLE III - GENERAL CONDITIONS**

of a trade guarantee custom or a special guarantee provision, the work, both as to the materials and workmanship, shall upon acceptance of final payment by the Contractor be considered guaranteed by the Contractor for one (1) year from the date of the acceptance of the work. Neither the final acceptance nor the final payment shall relieve the Contractor of responsibility for negligence or faulty materials, and for defects appearing within the guarantee period shall be remedied at the expense of the Contractor upon written notice.

- 5.2 During the one-year guarantee period, the Contractor will maintain the project to the conditions existing at the date of the acceptance of the work. Any failures due to the negligence or workmanship of the Contractor in any of the work which develop during the guarantee period shall be corrected by the Contractor at its expense.
- 5.3 The one-year guarantee period shall not be construed as being an extension of the performance time allotted for work under the contract.
- 5.4 Guarantees concerning revegetation may be further defined in the technical specifications contained herein.

#### **6.0 SUPERVISION & CONSTRUCTION PROCEDURES**

- 6.1 The Contractor shall supervise and direct the work, using its best skill and attention. It shall be responsible for all construction means, methods, techniques, and procedures, coordinating all portions of the work, and for cooperating with appropriate DEP personnel and with other contractors in every way possible.
- 6.2 The Contractor shall be responsible to DEP for the acts and omissions of its employees, its subcontractors and their agents or employees, and other persons performing any of the work under a contract with the Contractor.
- 6.3 The Contractor will be supplied with five (5) copies of the plans and specifications. It shall have available on the work site at all times one (1) copy of said plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

#### **7.0 PERMITS, LAWS, REGULATIONS, & RIGHTS OF ENTRY**

- 7.1 As indicated in Section 13 of the Special Provisions, the WVDEP-AML has obtained a Construction Storm Water General Permit for this project from WVDEP Division of Water and Waste Management (WVDEP DWWM). The registration for this reclamation project will be modified to include the Contractor as Co-Applicant #1, with the WVDEP-AML being Co-Applicant #2. As such, the Contractor shall assume responsibility for compliance with the terms and conditions of the permit and any future correspondence such as registration renewal invoices, inspection reports, and notices of violation shall be forwarded to the Contractor. Upon award of the contract, the Contractor shall complete a Co-Applicant #1 signature page and submit the completed form to WVDEP-AML prior to scheduling a Pre-Construction Conference.

Upon receipt of the completed form, WVDEP-AML will request the WVDEP DWWM to modify the existing NPDES registration for this project to make the Contractor the Co-Applicant #1 to the permit.

## ARTICLE III - GENERAL CONDITIONS

### 8.0 SAFETY REQUIREMENTS

- 8.1 Particular attention is directed to the "West Virginia Safety Code for Building Construction" as published by the West Virginia Department of Labor. Observance of and compliance with said laws, regulations and codes shall be solely with and without qualification the responsibility of the Contractor.
- 8.2 The Contractor, subcontractors, other contractors and all employees and workers shall comply with the provisions of the Occupational Safety and Health Act of 1970, Public Law 91-596. The Contractor shall be held liable to DEP for any health and safety infractions, on the Contractor's part, which cause DEP to receive a citation and/or fine from any local, State or Federal agency. Actual costs involved will be paid by the Contractor to the satisfaction of DEP.

### 9.0 PROTECTION OF PERSONS & PROPERTY

- 9.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 9.2 Safety of Persons and Property: The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection, preventing damage, injury, or loss to:
- (a) All employees on the work, and all other persons who may be affected thereby;
  - (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor, or any of its subcontractors or their employees or subcontractors; and
  - (c) Other property on the site or adjacent thereto, including, but not limited to, paving, roadways, structures, utilities and permanent property boundaries, monuments or markers not designated for removal, or relocation, or replacement in the course of construction. Any damage to these items shall be repaired or replaced at the expense of the Contractor and to the satisfaction of DEP.

### **ARTICLE III - GENERAL CONDITIONS**

Contractor agrees to indemnify and hold harmless DEP from all liability for personal injury, including death resulting therefrom, and against all liability for property damage sustained by any person or persons, including persons employed by Contractor or subcontractors, which is caused in whole or in part by an act or omission, negligent or otherwise, of the Contractor, its agents, servants, or employees, and to assume the defense of any action brought by such persons to recover damages, and to pay all costs and expenses, including attorney's fees, incurred by DEP as result thereof.

Each party to the contract shall promptly notify the other of the assertion of any claim against which such party is held harmless pursuant to this Section, shall give such other party the opportunity to defend any such claim, and shall not settle any such claim without approval of the indemnifying party.

#### **10.2 Proof of Carriage of Insurance.**

The Contractor shall provide DEP, before work commences, with certificates issued by the insurance company or companies issuing the insurance policies required by this Section. The certificates shall show the type, amount, class of operations covered, effective dates, and dates of expiration of such policies. Such certificates shall provide that written notice shall be given to DEP prior to expiration, cancellation, or modification of any such policy, and shall contain substantially the following representation: "The insurance covered by this certificate will not be canceled, or materially modified or altered, except after ten (10) days written notice has been verified as received by the West Virginia Department of Environmental Protection".

#### **10.3 Worker's Compensation Insurance.**

All employees of the Contractor, and of subcontractors engaged in the work of this contract, shall be covered by West Virginia Worker's Compensation Insurance. Certificates shall be provided to DEP by the Contractor and subcontractors showing compliance with the Worker's Compensation Laws of West Virginia.

### **RTICLE III - GENERAL CONDITIONS**

#### **11.0 LABOR LAWS, ORDINANCES, WAGES, AND OTHER CONDITIONS**

##### **11.1 The Contractor shall obey and abide by all laws of the State of West Virginia, particularly with respect to the carrying out of public improvements.**

The Contractor shall not pay less than the established prevailing minimum wage rate for each particular class of employment in the county in which the work is being performed.

### ARTICLE III - GENERAL CONDITIONS

- (g) The Contractor will include the provisions of these paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order #11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request DEP to enter into such litigation to protect the interests of DEP.
- (h) Copeland "Anti-Kickback" Act. Contractor or Subcontractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in U.S. Department of Labor regulations (29 CFR Part 3). Said Act provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which it is otherwise entitled. The Contractor shall report all suspected or reported violations to DEP.
- (i) Clean Air & Water Acts. Should the amount of this contract exceed one-hundred thousand dollars (\$100,000.00), compliance will be required with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order #11738, and Federal Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to DEP and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).
- (j) Energy Policy & Conservation Act. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Public Law 94-163.
- (k) Access to Records. DEP, the U.S. Department of Interior's Office of Surface Mining Reclamation & Enforcement, and the U.S. Comptroller General or their duly authorized representatives shall have access to any books, papers, and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions.
- (l) Maintenance of Records. The Contractor shall maintain all required records for three (3) years after DEP processes final payments and all other pending matters are closed.
- (m) Termination of Contract by DEP. This contract may be cancelled in whole or in part in writing by the Director of Purchasing, without prejudice to any other right or remedy it may have, provided that the contractor is given not less than thirty (30) calendar days written notice, (delivered by certified mail, return receipt requested) of intent to terminate.

## **ARTICLE III - GENERAL CONDITIONS**

### **13.2 Delays & Extensions of Time.**

- (a) It is agreed that if the Contractor should be unavoidably delayed in fulfilling its obligations under this contract by acts of Providence or general strikes, or by Court injunctions, or by stopping of the work by DEP because of any Contractor toward final completion of the work hereunder, DEP may require the Contractor to prepare an itemized estimate of the amount of work performed, and material and equipment stored under the contract since the date of the last preceding estimate and Application for Payment. DEP may request that the Contractor submit such estimate along with supporting documentation in the form of certified payrolls, material invoices, weight slips, and Applications for Payment. Contractor is to maintain and have available such records for inspection by DEP upon request.
- (b) Upon approval by DEP of the Application and Certificate for Payment, DEP shall, as soon thereafter as practicable, process for the Contractor as a progress payment a sum equal to the contract value of the work performed since the last preceding estimate and Application for Payment in accordance with Paragraphs 14.4 and 14.5 of this Section, less the aggregate of previous payments.
- (c) No Certificate for a progress payment, nor any progress payment, shall constitute acceptance or be deemed or construed as acceptance of any part of the work not in accordance with the contract documents.
- (d) The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to DEP upon the receipt of such payment by the Contractor, free and clear of all liens.

### **13.3 Progress Schedule.**

The Contractor, immediately after being awarded the contract, shall prepare and submit, for DEP's information, an estimated progress schedule for the work. Such progress schedule shall be related to the entire project to the extent required by the contract documents, and shall provide for expeditious and practicable execution dates of the various stages of construction and may be revised as required by conditions of work, subject to DEP's approval.

## **14.0 PAYMENTS & COMPLETION**

### **14.1 Contract Sum.**

The contract sum as stated in the Contractor's executed Contract Acceptance Form, including any authorized adjustment(s) thereto, is the total amount payable by DEP to the Contractor for the performance of the work under the contract documents.

### **ARTICLE III - GENERAL CONDITIONS**

#### **14.4 Payments Withheld.**

The Director may decline to approve an estimate or Application for Payment, to the extent necessary to protect DEP from loss because of:

- (i) Unsatisfactory, unrepresentative, and unverified amounts and items included in progress estimates of Paragraph 14.3(a) above.
- (ii) Unfulfilled provisions of Paragraphs 14.3(d) above.
- (iii) Defective work not remedied.
- (iv) Unsatisfactory performance of the work by the Contractor.
- (v) Failure of the Contractor to make payments properly to subcontractors, or for labor, materials, or equipment.
- (vi) Reasonable doubt that the remaining work can be completed for the unpaid balance of the contract sum.
- (vii) Reasonable indication that the work will not be completed within the contract time for completion.
- (viii) Third party claims filed, or reasonable evidence indicating probable filing of such claims.
- (ix) Damage to another contractor.

When the above grounds under 14.4 (i)-(ix) are removed, payment shall be approved for the amounts that were withheld because of them.

#### **14.5 Final Completion & Final Payment.**

- (a) Upon notice from the Contractor that the work is ready for final inspection, the Construction Supervisor will promptly make such inspection. If the Construction Supervisor upon his/her inspection finds the work acceptable under the contract documents and the contract fully performed, the Contractor shall submit a Final Estimate Application and Certificate for Payment to DEP for processing. Also, final quantity calculations shall be submitted to DEP at the final inspection conference by the Contractor.
- (b) Final payment to the Contractor will be processed by DEP upon fulfillment of the provisions of the contract documents and the conditions thereof.

### **ARTICLE III - GENERAL CONDITIONS**

#### **15.0 SURETY BONDS**

- 15.1** The Contractor shall provide and deliver to DEP's Buyer at the Purchasing Division of the Department of Administration at the time of execution of the contract, and prior to the performance of the work, satisfactory surety bonds in an amount of not less than one hundred percent (100%) of the contract sum which shall include a Performance Bond and Labor and Material Payment

Bond, with sureties acceptable to DEP's Buyer, for the faithful fulfillment of the contract within the time specified. Said bonds shall also save and hold harmless DEP from all liens and claims arising out of the work. The Contractor shall pay for the bonds.

- 15.2** In the event that the surety on any contract or payment bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in this State revoked as provided by law, the Director may at his/her election, withhold payment or any estimate until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such surety.

**15.3 Power of Attorney.**

Attorneys-in-Fact who execute surety bonds issued pursuant to this Section must provide with each such bond a certified and properly executed Power of Attorney.

**15.4 Bond Release.**

All performance bonds shall be in effect throughout the one-year guarantee period set out in Section 5.0 above. Bonds will be released upon completion of the guarantee period and acceptance of the project by DEP.

#### **16.0 CHANGES IN THE WORK**

**16.1 Change Orders.**

- (a) DEP, without invalidating the contract, may order or the Contractor may request changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.
- (b) A change order is a written order to the Contractor, properly executed as to form, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. The contract sum or contract time may be changed only by a change order. A change order issued to the Contractor indicates its agreement therewith, including the adjustment in the contract sum or contract time set forth therein.

### ARTICLE III - GENERAL CONDITIONS

#### 16.3 Minor Changes in the Work.

Notwithstanding the requirements of Section 16.2 above, the Director or his/her authorized representative shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes may be affected by field order or by other written order. Such changes shall be binding on DEP and the Contractor. The Contractor shall carry out such written orders promptly.

#### 16.4 Omissions.

DEP may omit any item or items in the contract, provided that the notice of intent to omit such item or items is given to the Contractor before any material has been purchased or labor involved has been performed, and such omission shall not constitute grounds of any claim for damages or loss of anticipated profits. DEP may omit any item or items shown the estimate, at any time, by agreeing to compensate the Contractor for the reasonable expense already incurred and to take over at actual cost any unused material purchased in good faith for use for the item or items omitted.

#### 17.0 UNCOVERING & CORRECTION OF WORK

##### 17.1 Uncovering of Work.

- (a) If any work should be covered contrary to the request of DEP, it must, if required by DEP, be uncovered for its observation and be replaced at the Contractor's expense.
- (b) If any other work has been covered which DEP has not specifically requested to observe prior to being covered, DEP may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be charged to DEP. If such work is found not to be in accordance with the contract documents, the Contractor shall pay such costs unless it is found that such condition was caused by a separate contractor employed by DEP and in that event DEP shall be responsible for the payment of such costs.

##### 17.2 Correction of Work.

The Contractor shall promptly correct all work rejected by DEP as defective or as failing to conform to the contract documents whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected work. All such defective or

## **ARTICLE IV - GENERAL REQUIREMENTS**

## **ARTICLE IV - GENERAL REQUIREMENTS**

### **1.0 SUMMARY OF THE WORK**

**This Article briefly outlines and describes the work to be performed and is not intended to limit the faithful execution of the contract documents.**

#### **1.1 Work Included.**

**The scope of the work for this project, without attempting to restrict or limit the contractor's responsibility, consists of furnishing all plant, labor, materials, and equipment to construct abandoned mine drainage control structures described in the drawings and these specifications. The work shall include, but not be limited to, the following:**

**Regrading of mine spoil to reclaim existing highwall; construction of temporary access road; installation of E&S control; installation of rolled erosion control product in constructed 2' and 3' bottom trapezoidal toe channels and collection channels; installation of outlet protection and low water crossings; and revegetation of the disturbed area.**

## ARTICLE IV - GENERAL REQUIREMENTS

meetings and advise all parties concerned by written notice of the date, time, and location of such meetings.

- (a) **Pre-Bid Conference.** Conference with Engineer, bidders and appropriate DEP personnel as necessary, and others directly concerned for explanation of bidding and contract documents, project site familiarization as required, and for answering questions pertinent to the project. **Attendance by bidders is mandatory in order to be eligible to bid on the project.**

A date and time will be set for the on-site mandatory Prebid Conference. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid shall result in disqualification of the bid. No one person may represent more than one bidder.

An attendance sheet will be made available for all potential bidders to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in disqualification of the bid. The State will not accept any other documentation to verify attendance. The bidder is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the state agency will not assume any responsibility for a bidder's failure to complete the pre-bid attendance sheet. In addition, we request that all potential bidders include their e-mail address and fax number.

All potential bidders are requested to arrive prior to the starting time for the pre-bid. Bidders who arrive late, but prior to the dismissal of the technical portion of the pre-bid will be permitted to sign in. Bidders who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

- (b) **Pre-Construction Conference.** Conference with Engineer, appropriate DEP personnel, Contractor, Sub-Contractors, and others directly concerned, after award of the contract and prior to commencement of construction, for discussion of the project, contract documents, scheduling, and for resolving questions concerning project execution and administration as required.

## ARTICLE IV - GENERAL REQUIREMENTS

- 5.3 If the Contractor refuses to suspend operations on verbal order, the Inspector shall issue a written order giving the reason for ordering the work to stop. After placing the order in the hands of the person in charge, the Inspector shall immediately leave the job, and the Contractor shall cease all operations.

### 6.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

#### 6.1 Definitions.

- (a) "Shop drawings" are drawings, diagrams, schedules, and other data, prepared for the project by the Contractor, Sub-contractor, manufacturer, or supplier, to illustrate and/or install some portion of the work.
- (b) "Product data" are illustrative data, brochures, schedules, catalog cuts, charts, informative material and specifications to illustrate materials, articles, items, or products for use in some portion of the work.
- (c) "Samples" are physical examples which show and illustrate materials, finishes, equipment or workmanship of products proposed for use in some portion of the work.

#### 6.2 Submittals.

- (a) The Contractor shall review, approve, and submit to the Construction Administrator with reasonable promptness, and in such sequence to cause no delay in the work, all shop drawings, product data, and samples required by the contract documents.
- (b) No shop drawings, product data, or samples shall be submitted to the Construction Administrator except by the Contractor, who shall, before submission, verify all materials, check all details, measurements, verify all field measurements and field construction conditions, and other job coordination requirements. Upon review, check, and approval by the Contractor, the Contractor shall place its stamp of approval thereon before submitting to the Construction Administrator.
- (c) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract documents by the Construction Administrator's approval of shop drawings, product data, or samples, nor shall it be relieved of responsibility for errors or omissions therein.
- (d) Shop drawings, product data, and samples shall be submitted in sufficient number for all approvals, with a minimum of two (2) copies or samples being retained by the Construction Administrator, and a number of copies and samples being retained by the Contractor as required for the execution of its work.

## **ARTICLE IV - GENERAL REQUIREMENTS**

action by the Contractor should result in the destruction of such stakes or markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due the Contractor at the discretion of the Construction Supervisor. The Contractor shall satisfy itself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Should any discrepancies become evident between the plans and the Contractor's field survey, the Contractor shall immediately notify the Inspector. If these discrepancies will create a change in any item in the Contractor's accepted final bid, the DEP reserves the right to re-design or negotiate. Should the Contractor fail to make notification of these discrepancies, DEP will not be held liable for any changes in the original quantities.

- (b) The Contractor shall make all field measurements necessary for its work and shall be responsible for the accuracy of all dimensions, lines, levels, and grades. If a survey is required, it shall be performed at the expense of the Contractor. All survey work shall be performed by a West Virginia Registered Civil Professional Engineer or Licensed Land Surveyor who shall certify as to the accuracy of the survey to DEP.

### **9.0 DOCUMENTS, SHOP DRAWINGS, ETC., AT THE SITE**

- 9.1 The Contractor shall maintain at the project site for DEP one (1) record copy of all drawings, specifications, addenda, change orders, and other modifications, in good order, marked currently to record all changes made during construction, and all approved shop drawings, product data, and samples, properly filed and referenced. All such documents and samples shall be delivered to the Construction Supervisor upon completion of the work.
- 9.2 The Contractor shall furnish the Inspector in writing two (2) sets of daily reports showing all personnel (by classification), equipment, and tools engaged in the work, for use in accounting records.
- 9.3 The Contractor shall be responsible for submitting a daily activity summary which shall be used to report progress of the various construction activities performed at the subject site. The summary report shall be submitted to the Inspector on a weekly basis on the prescribed forms. Processing invoices may be delayed if summary reports are not submitted.

### **10.0 STORAGE OF MATERIALS**

- 10.1 The Contractor, under and with the approval, supervision, and direction of DEP, shall assume full charge of the area or areas of the project premises allocated for the storage of materials and equipment as required, allocating the necessary site space to any sub-contractor(s) for storage sheds and space for the storage of materials and equipment. Such arrangement of storage facilities

#### ARTICLE IV - GENERAL REQUIREMENTS

- (b) **Drinking Water.** The Contractor shall arrange for drinking water and containers to be provided on the site.
- (c) **Utility Connections.** The Contractor is to furnish power, gas, compressed air and any other utilities required for its own use during construction. The Contractor shall remove all temporary wiring, switches, lights, piping and connections to service facilities used during construction. Such connections shall not be made without approval of the Inspector.
- (d) **Temporary Supports.** The Contractor shall provide such temporary supports as may be required during construction, including those necessary to ensure the stability of the proposed excavation.
- (e) **Equipment.** The Contractor shall furnish all special apparatuses, welding machines, air compressors, hoisting equipment, tools, implements, cartage, scaffolding, ladders, planks, acetylene gas, oxygen gas, expendable materials, temporary light and heat, construction materials, shims and all other materials that may be required for the proper execution of the work.
- (f) **Temporary Buildings.** The Contractor will furnish, place, and equip, at its own expense, and as it deems necessary, any portable construction building(s) such as a trailer, storage sheds or chemical sanitary facilities. These portable facilities must be within the designated project limits; otherwise, the Contractor is solely responsible for making necessary arrangements with the proper landowner when the buildings are set up outside of the project limits. The type and number of buildings are subject to the approval of the Inspector. All written instructions, orders, and other communication delivered to the temporary construction office set up on the site shall be considered as having been delivered to the Contractor itself. The Contractor shall provide and pay for its own fire protection, watchman, temporary utility hookups, etc. The Contractor will promptly remove from the project any office facilities, equipment or materials when so instructed by the Inspector.
- (g) **Sanitation Facilities.** The Contractor shall provide and pay for adequate temporary toilet facilities for personnel during the project construction period. Toilets shall be of types approved by DEP and the State Division of Health, and situated only in approved locations. The Contractor shall be responsible for operation and sanitary maintenance of the temporary toilets and shall have them removed upon completion of construction.

## ARTICLE IV - GENERAL REQUIREMENTS

### 14.0 CLEANING & FINAL CLEAN-UP

#### 14.1 Housekeeping - Periodic Cleaning.

The Contractor shall at all times keep the construction site free of accumulations of waste materials and rubbish caused by its operations. Periodically during the progress of the work, and also when directed to do so by DEP, the Contractor shall remove, or cause to be removed by sub-contractors responsible, accumulated waste materials, rubbish, and debris, and leave the construction area in good order.

#### 14.2 Final Clean-Up.

The Contractor at all times shall dispose of all debris and waste resulting from work at the Contractor's dump site. The Contractor shall not put or spill any materials into any drainage system which would pollute area streams or waterways. The Contractor shall be liable for any stream pollution caused directly or indirectly by its own employees or those of its sub-contractors.

#### 14.3 DEP's Right to Clean-Up.

Should disputes arise between Contractor and separate contractors, or sub-contractors as to responsibilities for cleaning-up, and refusals to do so result therefrom, DEP may perform the clean-up and charge the cost thereof to the Contractor, the contractors, or sub-contractors responsible therefor, as DEP shall determine fair and just.

### 15.0 TESTING.

#### 15.1 When Testing Required.

Testing shall be performed as required by the specifications or ordered by the Construction Administrator in writing. The Construction Administrator will determine the need, location, extent, and time of any testing herein specified, or in addition to that which is herein specified.

#### 15.2 Payment for Testing.

The Contractor shall select an independent testing laboratory or utilize a laboratory run by the Contractor, to perform all testing for compaction, concrete, and soils as specified herein. All laboratory reports must be signed by a registered professional engineer. The Contractor shall be responsible for testing payments as an incidental to the various items of the bid schedule. If the Contractor allows work to proceed beyond a testing point resulting in the disassembly of structures or the uncovering of work for testing, payment for such will be the responsibility of the Contractor at no extra cost to DEP.

**ARTICLE V - SPECIAL CONDITIONS**

## **ARTICLE V - SPECIAL CONDITIONS**

### **1.0 USE OF MINORITY, WOMEN'S, & SMALL BUSINESS ENTERPRISES**

- 1.1** Should the Contractor intend to sublet a portion of the work on this project, it shall seek out and consider minority, women's, and small business enterprises as potential sub-contractors. The Contractor shall contact minority, women's, and small businesses to solicit their interest, capability, and prices, and shall retain proper documentation to substantiate such contacts.
- 1.2** The Contractor will sign and provide the enclosed Minority, Women's and Small Business Affirmative Action Certification to DEP along with the name(s) of any subcontractor(s) it submits for approval.

## **ARTICLE V - SPECIAL CONDITIONS**

### **2.0 EROSION & SEDIMENT CONTROL**

The manual entitled "West Virginia Department of Natural Resources Technical Handbook of Standards and Specifications for Erosion and Sediment Control", 1981, is incorporated herein by reference as a guide for erosion and sediment control, except that where any provision of said manual is in conflict with any special erosion and sediment control provision set out and contained in this specification book and/or in the plans for this project, the specification book and/or plans shall prevail and be followed.

## **ARTICLE V - SPECIAL CONDITIONS**

### **3.0 GOVERNMENT-WIDE DEBARMENT & SUSPENSION REQUIREMENTS**

#### **U. S. Department of the Interior**

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

#### **Lower Tier Covered Transactions**

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1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal, that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List (Tel.#).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ARTICLE V - SPECIAL CONDITIONS**  
**Instructions for Certification Regarding Lobbying**

1. This certification and a disclosure form should be filed by each person as required, with each submission that initiates agency consideration of such person for: (1) award of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or (2) an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
2. This certification and a disclosure form should be filed by each person as required, upon receipt by such person of (1) a Federal contract, grant, or cooperative agreement exceeding \$100,000, or (2) a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.
3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding \$100,000 at any tier under a Federal contract; (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant; (3) a contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or (4) a contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.
4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs(1) or (2) above. That person shall forward all disclosure forms to the appropriate Bureau/Office within the Department of the Interior.
5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31, U.S. Code.

## **WAGE AND HOUR INFORMATION**

# WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

EARL RAY TOMBLIN, GOVERNOR

RANDY C. HUFFMAN, CABINET SECRETARY

## OFFICE OF ABANDONED MINE LANDS & RECLAMATION CONSTRUCTION DRAWINGS

FOR

# EBENEZER RUN HIGHWALL #9

BROOKE COUNTY, WEST VIRGINIA

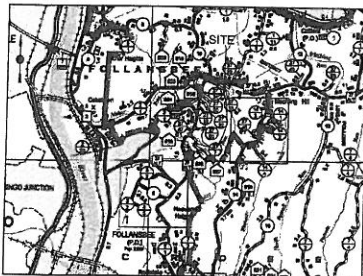
JULY 2014



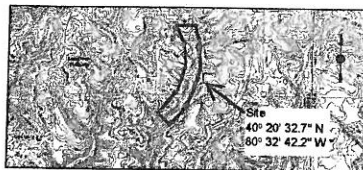
**Baker**

**Michael Baker Jr., Inc.**

4301 Dutch Ridge Road  
Beaver, Pennsylvania 15009  
(724) 495-7711



LOCATION MAP  
A1.4

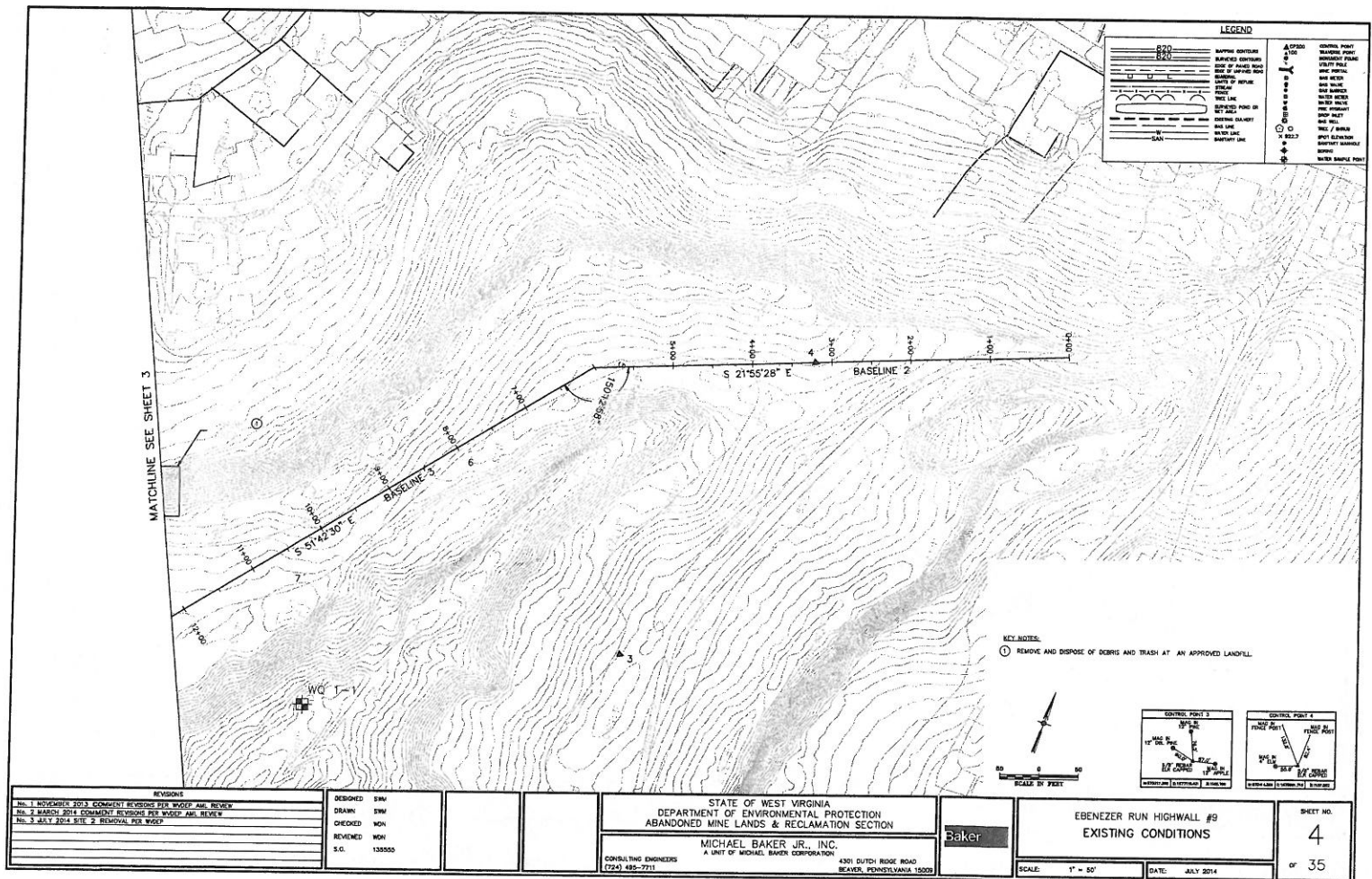


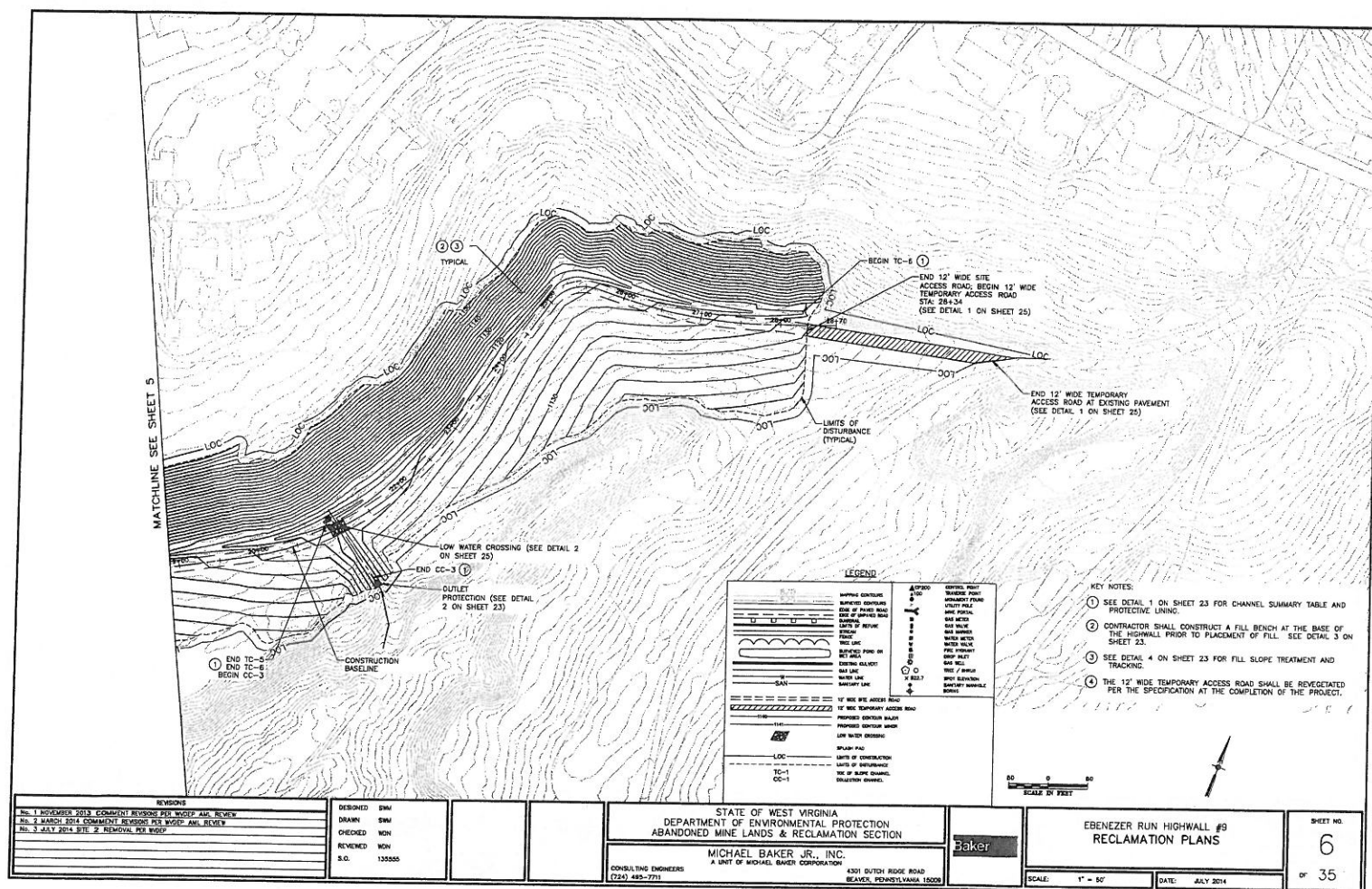
VICINITY MAP  
A1.5

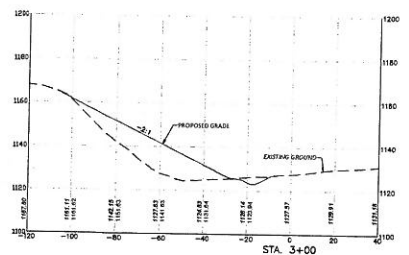
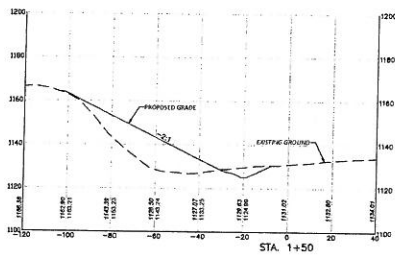
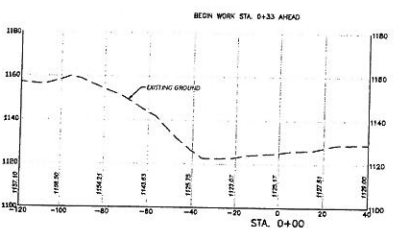
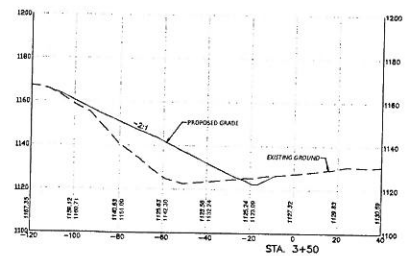
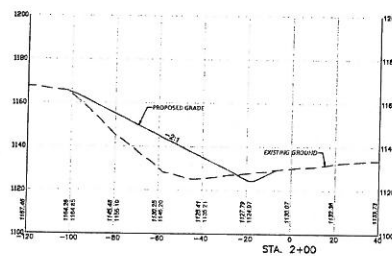
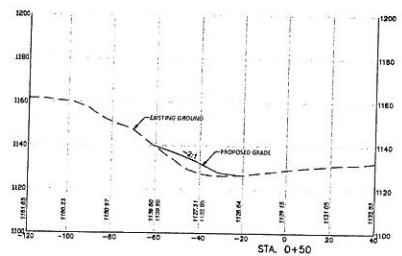
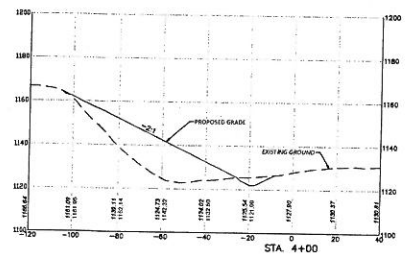
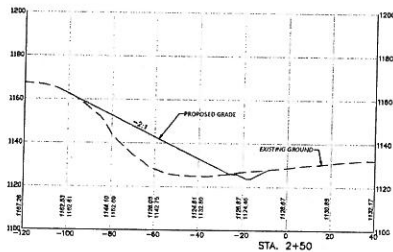
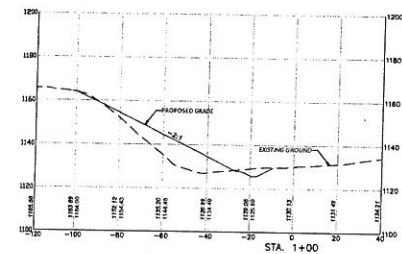
INDEX OF SHEETS	
SHEET	TITLE
-	TITLE SHEET
1	GENERAL NOTES AND OVERALL PLAN
2	GEOMETRIC CONTROL PLAN
3-4	EXISTING CONDITIONS
4-6	RECLAMATION PLANS
7	PROFILES
8-22	CROSS SECTIONS
23-25	CONSTRUCTION DETAILS
26-27	EROSION AND SEDIMENT CONTROL, GENERAL NOTES
28-29	EROSION AND SEDIMENT CONTROL, PLANS
30-32	EROSION AND SEDIMENT CONTROL, DETAILS
33	BORING LOGS AND WATER QUALITY ANALYSIS
34-35	TAX MAP OVERLAY PLANS

BID SCHEDULE				
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10	11.5	NOBILITATE AND REPAIRS TO EXISTING PAVEMENT TOTAL AMOUNT \$100		11.5
20	11.5	CONSTRUCTION LOTS / STAKES (NOT TO EXCEED 10% OF TOTAL AMOUNT \$100)		11.5
25	11.5	NOBILITATE AND REPAIRS TO EXISTING PAVEMENT TOTAL AMOUNT \$100		11.5
41	11.5	NOBILITATE AND REPAIRS TO EXISTING PAVEMENT TOTAL AMOUNT \$100		11.5
42	100.0	CONCRETE (TEMPORARY ASPHALT ROAD)		100.0
43	100.0	CONCRETE		100.0
44	200.0	CONCRETE		200.0
45	100.0	CONCRETE		100.0
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100	100.0	CONCRETE		100.0
TOTAL				









REVISIONS	
NOV. 1, 2013	REVISIONS FOR WORK AND REVIEW
MARCH 2, 2014	REVISIONS FOR WORK AND REVIEW
JULY 2, 2014	REVISIONS FOR WORK AND REVIEW

DESIGNED JRG  
 DRAW JRG  
 CHECKED WGN  
 REVIEWED WGN  
 S.O. 135555

STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 ABANDONED MINE LANDS & RECLAMATION SECTION  
 MICHAEL BAKER JR., INC.  
 A UNIT OF MICHAEL BAKER CORPORATION  
 CONSULTING ENGINEERS  
 (220) 486-7711

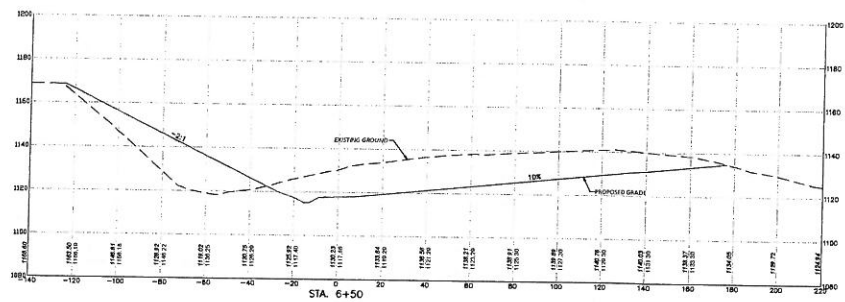
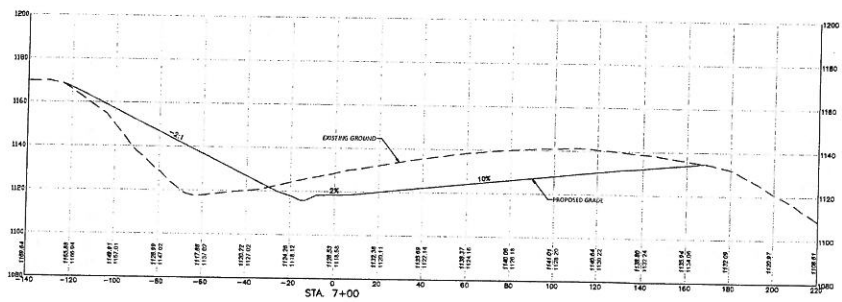
Baker

EBENEZER RUN HIGHWALL #9  
 CROSS SECTIONS

SCALE: 1" = 20'

DATE: JULY 2014

SHEET NO.  
 8  
 OF 35



REVISIONS	
NO. 1	NOVEMBER 2013 COMMENT REVISIONS PER WOOD AM REVIEW
NO. 2	MARCH 2014 COMMENT REVISIONS PER WOOD AM REVIEW
NO. 3	JULY 2014 SEE 3. REMOVAL PER WOOD

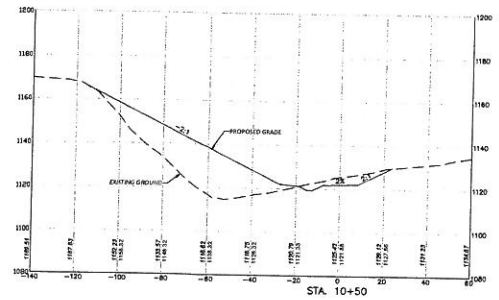
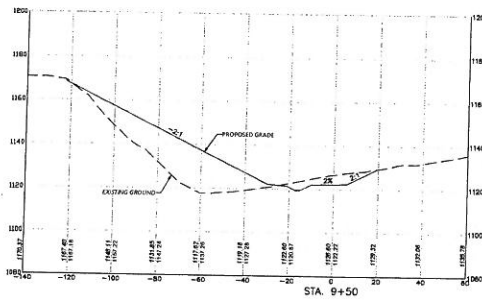
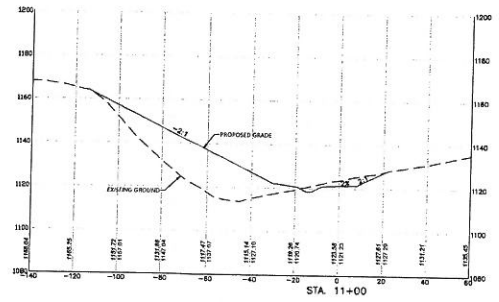
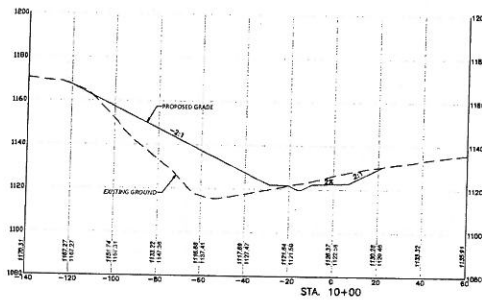
DESIGNED	JFG
DRAWN	JFG
CHECKED	WCH
REVIEWED	WCH
S.O.	135555


STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ABANDONED MINE LANDS & RECLAMATION SECTION  
MICHAEL BAKER JR., INC.  
A UNIT OF MICHAEL BAKER CORPORATION  
CONSULTING ENGINEERS  
(724) 489-7711  
4301 BUTCH RIDGE ROAD  
BEAVER, PENNSYLVANIA 15005



EBENEZER RUN HIGHWALL #9  
CROSS SECTIONS  
SCALE: 1" = 20'  
DATE: JULY 2014

SHEET NO.  
10  
OF 35



REVISIONS	
NO. 1 NOVEMBER 2013 COMMENT RESPONSE FOR WADP AND REVIEW	
NO. 2 MARCH 2014 COMMENT RESPONSE FOR WADP AND REVIEW	
NO. 3 JULY 2014 FOR J. RENOVATION FOR WADP	

DESIGNED JRG  
 DRAWN JRG  
 CHECKED WSN  
 REVIEWED NCH  
 S.O. 133555

STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 ABANDONED MINE LANDS & RECLAMATION SECTION

MICHAEL BAKER JR., INC.  
 A UNIT OF MICHAEL BAKER CORPORATION  
 CONSULTING ENGINEERS  
 (724) 855-7711

Baker

EBENEZER RUN HIGHWALL #9  
 CROSS SECTIONS

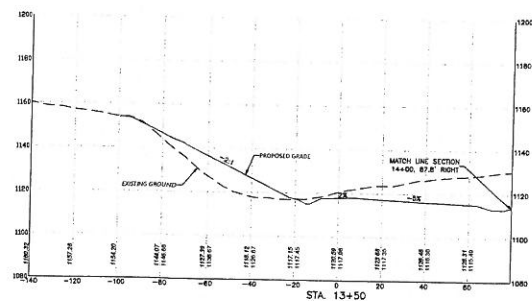
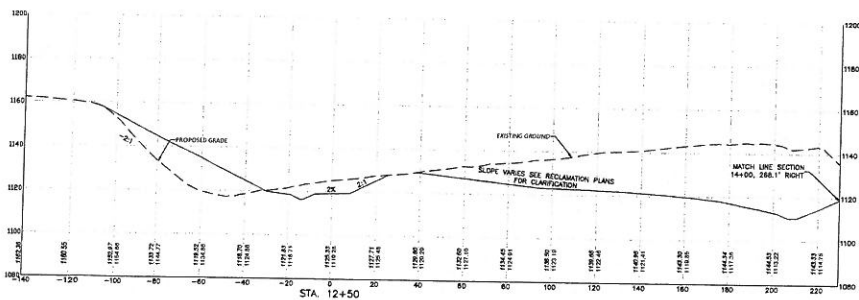
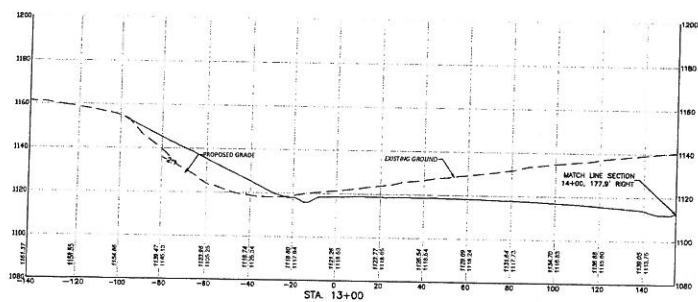
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DATE: JULY 2014

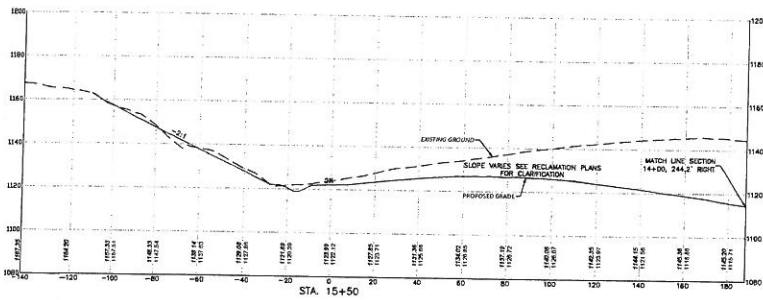
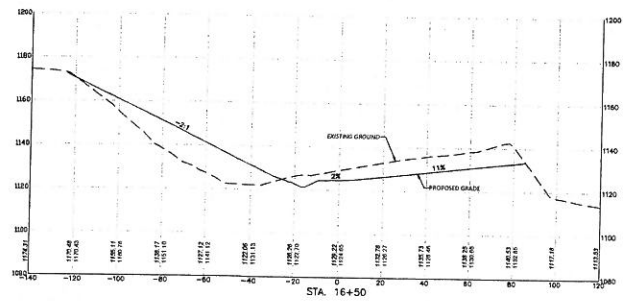
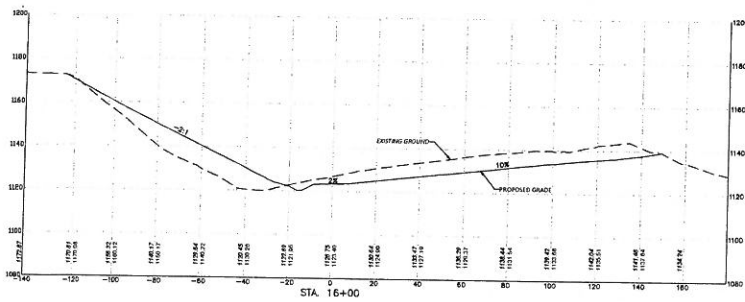
SHEET NO.

12

OF 35



REVISIONS		DESIGNED	JRS	STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ABANDONED MINE LANDS & RECLAMATION SECTION			EBENEZER RUN HIGHWALL #9		SHEET NO. <b>14</b>	
No. 1 NOVEMBER 2013 COMMENT REVISIONS PER WOOD AMI REVIEW		DRAWN	JRS				CROSS SECTIONS			
No. 2 MARCH 2014 COMMENT REVISIONS PER WOOD AMI REVIEW		CHECKED	WCH							
No. 3 JULY 2014 REV. 2 REMOVAL PER WOOD		REVIEWED	WCH							
		S.O.	135555	MICHAEL BAKER JR., INC. A UNIT OF MICHAEL BAKER CORPORATION		4301 DUTCH RIDGE ROAD BEAVER, PENNSYLVANIA 15009	SCALE: 1" = 20'		DATE: JULY 2014	OF 35
				CONSULTING ENGINEERS (220) 425-7711						



REVISIONS	
Rev. 1	NOVEMBER 2013 COMMENT REVISIONS FOR WOSP AND REVIEW
Rev. 2	MARCH 2014 COMMENT REVISIONS FOR WOSP AND REVIEW
Rev. 3	JULY 2014 SITE & REMEDIATION PLAN REVIEW

DESIGNED: JHC  
 DRAWN: JHC  
 CHECKED: WOH  
 REVIEWED: WOH  
 S.O.: 135555

STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 ABANDONED MINE LANDS & RECLAMATION SECTION

MICHAEL BAKER JR., INC.  
 A UNIT OF MICHAEL BAKER CORPORATION  
 CONSULTING ENGINEERS  
 (724) 482-7771

4301 DUTCH RIDGE ROAD  
 BEAVER, PENNSYLVANIA 15209

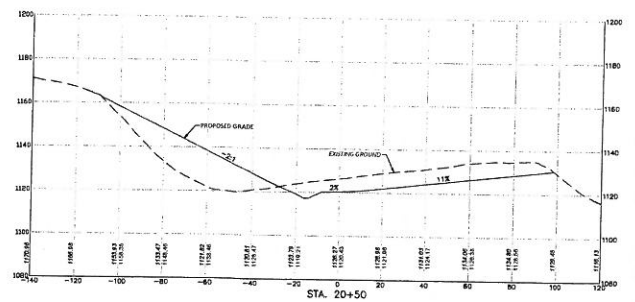
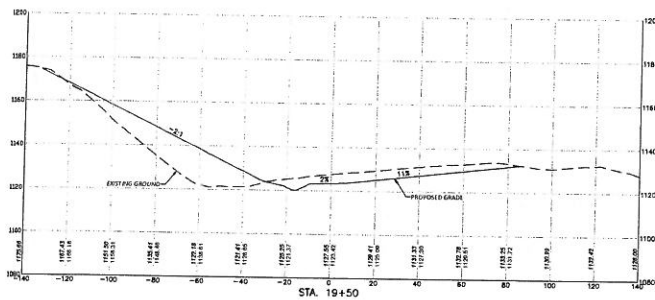
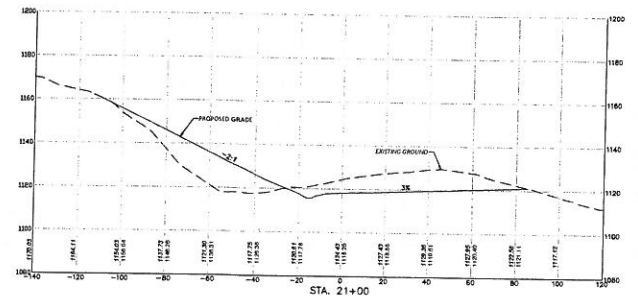
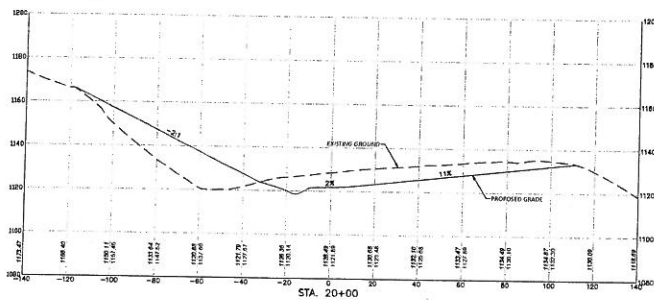


EBENEZER RUN HIGHWALL #9  
 CROSS SECTIONS

SCALE: 1" = 20'

DATE: JULY 2014

SHEET NO.  
 16  
 OF 35



REVISIONS	
No. 1	NOVEMBER 2013 COMMENT REVISION PER WISDOM AND ELLER
No. 2	MARCH 2014 COMMENT REVISION PER WISDOM AND ELLER
No. 3	JULY 2014 SITE & REMOVAL PER WISDOM

DESIGNED: JRC  
 DRAWN: JRC  
 CHECKED: WCN  
 REVIEWED: WCN  
 S.O.: 135555

STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 ABANDONED MINE LANDS & RECLAMATION SECTION  
 MICHAEL BAKER JR., INC.  
 A UNIT OF MICHAEL BAKER CORPORATION  
 CONSULTING ENGINEERS  
 (724) 485-7711

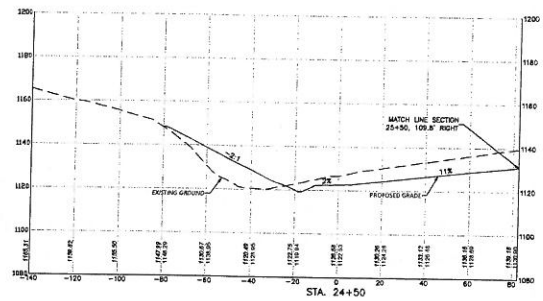
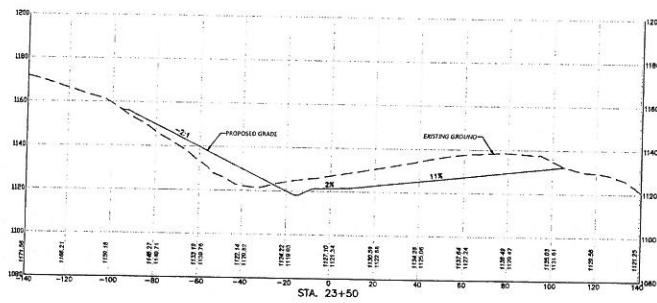
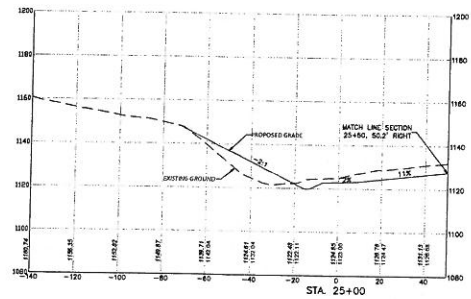
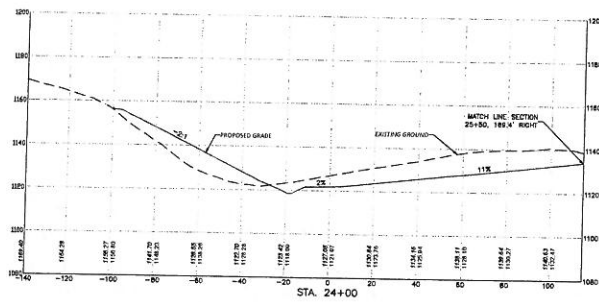
Baker

EBENEZER RUN HIGHWALL #9  
 CROSS SECTIONS

SCALE: 1" = 20'

DATE: JULY 2014

SHEET NO.  
 18  
 OF 35



REVISIONS	
No. 1 NOVEMBER 2013 COMMENTS REVISIONS FOR WOOD AND BLICK	
No. 2 MARCH 2014 COMMENTS REVISIONS FOR WOOD AND BLICK	
No. 3 JULY 2014 REV. 3 REMOVAL FOR WOOD	

DESIGNED	JRC
DRAWN	JRC
CHECKED	MON
REVIEWED	MON
S.D.	135555

STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ABANDONED MINE LANDS & RECLAMATION SECTION  
MICHAEL BAKER JR., INC.  
A UNIT OF MICHAEL BAKER CORPORATION  
CONSULTING ENGINEERS  
(724) 482-7771

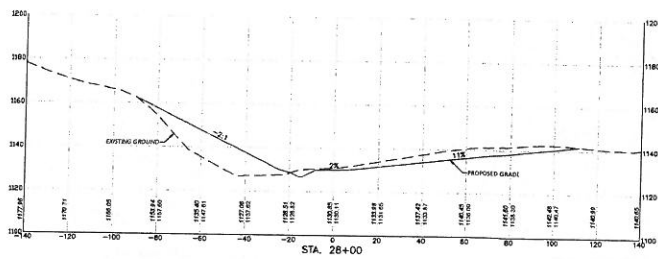
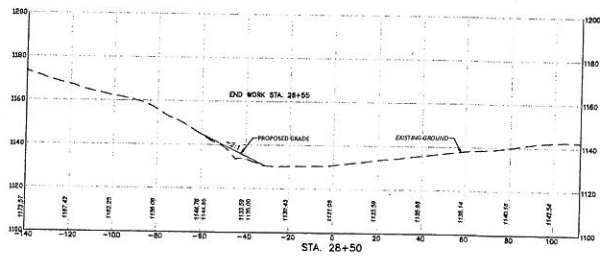
Baker

EBENEZER RUN HIGHWALL #9  
CROSS SECTIONS

SCALE: 1" = 20'

DATE: JULY 2014

SHEET NO.  
20  
OF 35



REVISION	
NO. 1	NOVEMBER 2013 COMMENT REVISIONS PER WOOD ASS. REVIEW
NO. 2	MARCH 2014 COMMENT REVISIONS PER WOOD ASS. REVIEW
NO. 3	JULY 2014 STA. 26 REMOVAL PER WOOD

DESIGNED JIC  
 DRAWN JIC  
 CHECKED WCN  
 REVIEWED WCN  
 S.O. 135555

STATE OF WEST VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 ABANDONED MINE LANDS & RECLAMATION SECTION

MICHAEL BAKER JR., INC.  
 A UNIT OF MICHAEL BAKER CORPORATION  
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 (724) 485-7711

Baker

EBENEZER RUN HIGHWALL #9  
 CROSS SECTIONS

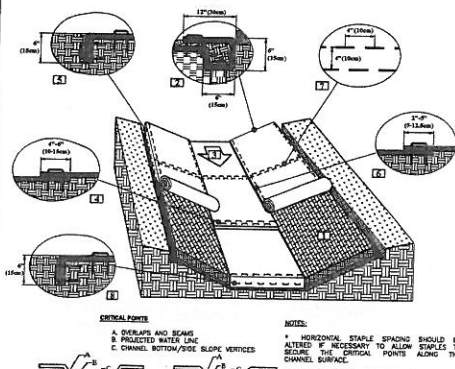
SHEET NO.

22

OF 35

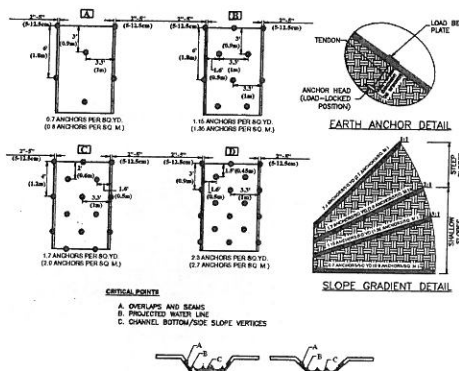
SCALE: 1" = 20'

DATE: JULY 2014



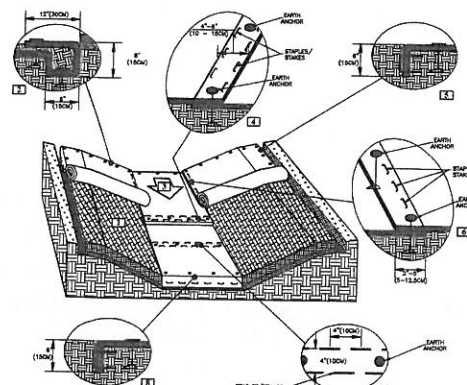
#### INSTALLATION NOTES:

1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPs), INCLUDING ANY NECESSARY APPLICATION OF LIM, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE RECPs IN A 6" (150mm) DEEP X 8" (200mm) WIDE TRENCH WITH APPROXIMATELY 12" (300mm) OF RECPs EXTENDING BEYOND THE UP-SLOPE PORTION OF THE TRENCH. USE SHOULDER MAT AT THE CHANNEL/OUTLET AS SUPPLEMENTAL SOIL PROTECTION AS NEEDED. ANCHOR THE RECPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (300mm) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO THE REMAINING 12" (300mm) PORTION OF RECPs BACK OVER THE SEED AND COMPACTED SOIL. SECURE RECPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (300mm) APART ACROSS THE WIDTH OF THE RECPs.
3. SOIL CENTER RECPs IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. RECPs WILL UNROLL WITH APPROPRIATE STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
4. PLACE CONSECUTIVE RECPs END-TO-END (SHINGLE STYLE) WITH A 4"-6" OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" APART AND 4" ON CENTER TO SECURE RECPs.
5. FULL LENGTH EDGE OF RECPs AT TOP OF SIDE SLOPES MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (300mm) APART IN A 6" (150mm) DEEP X 8" (200mm) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
6. ADJACENT RECPs MUST BE OVERLAPPED APPROXIMATELY 2'-5" (5-12.50m) (DEPENDENT ON RECPs TYPE) AND STAPLED.
7. IN HIGH FLOW CHANNEL APPLICATIONS A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FEET (9-12m) INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (100mm) APART AND 4" (100mm) ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
8. THE TERMINAL END OF THE RECPs MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (300mm) APART IN A 6" (150mm) DEEP X 8" (200mm) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.



#### INSTALLATION NOTES:

1. PREPARE SOIL BEFORE INSTALLING TRM, INCLUDING ANY NECESSARY APPLICATION OF LIM, FERTILIZER, AND SEED.
2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE TRM IN A 6" (150mm) DEEP X 8" (200mm) WIDE TRENCH WITH APPROXIMATELY 12" (300mm) OF TRM EXTENDING BEYOND THE UP-SLOPE PORTION OF THE TRENCH. USE SHOULDER MAT AT THE CHANNEL/OUTLET AS SUPPLEMENTAL SOIL PROTECTION AS NEEDED. ANCHOR THE TRM WITH A ROW OF STAPLES AND ANCHORS APPROXIMATELY 12" (300mm) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (300mm) PORTION OF TRM BACK OVER SEED AND COMPACTED SOIL. SECURE TRM OVER SOIL WITH A ROW OF STAPLES AND ANCHORS SPACED APPROXIMATELY 12" (300mm) ACROSS THE WIDTH OF THE TRM.
3. ROLL CENTER TRM IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. TRM WILL UNROLL WITH APPROPRIATE SEAM AGAINST THE SOIL SURFACE. ALL TRM MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES AND ANCHORS IN APPROPRIATE LOCATIONS AS SHOWN IN THE FASTENER PATTERN GUIDE.
4. PLACE CONSECUTIVE TRM END-TO-END (SHINGLE STYLE) WITH A 4" - 6" (100mm - 150mm) OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (100mm) APART AND 4" (100mm) ON CENTER TO SECURE TRM.
5. FULL LENGTH EDGE OF TRM AT TOP OF SIDE SLOPES MUST BE ANCHORED WITH A ROW OF STAPLES AND ANCHORS APPROXIMATELY 12" (300mm) APART IN A 6" (150mm) DEEP X 8" (200mm) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
6. ADJACENT TRM MUST BE OVERLAPPED APPROXIMATELY 2' - 5' (500mm - 12.50m) (DEPENDENT ON TRM TYPE) AND FASTENED.
7. IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FEET (9m - 12m) INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (100mm) APART AND 4" (100mm) ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.
8. THE TERMINAL END OF THE TRM MUST BE ANCHORED WITH A ROW OF STAPLES AND ANCHORS APPROXIMATELY 12" (300mm) APART IN A 6" (150mm) DEEP X 8" (200mm) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.



#### NOTES:

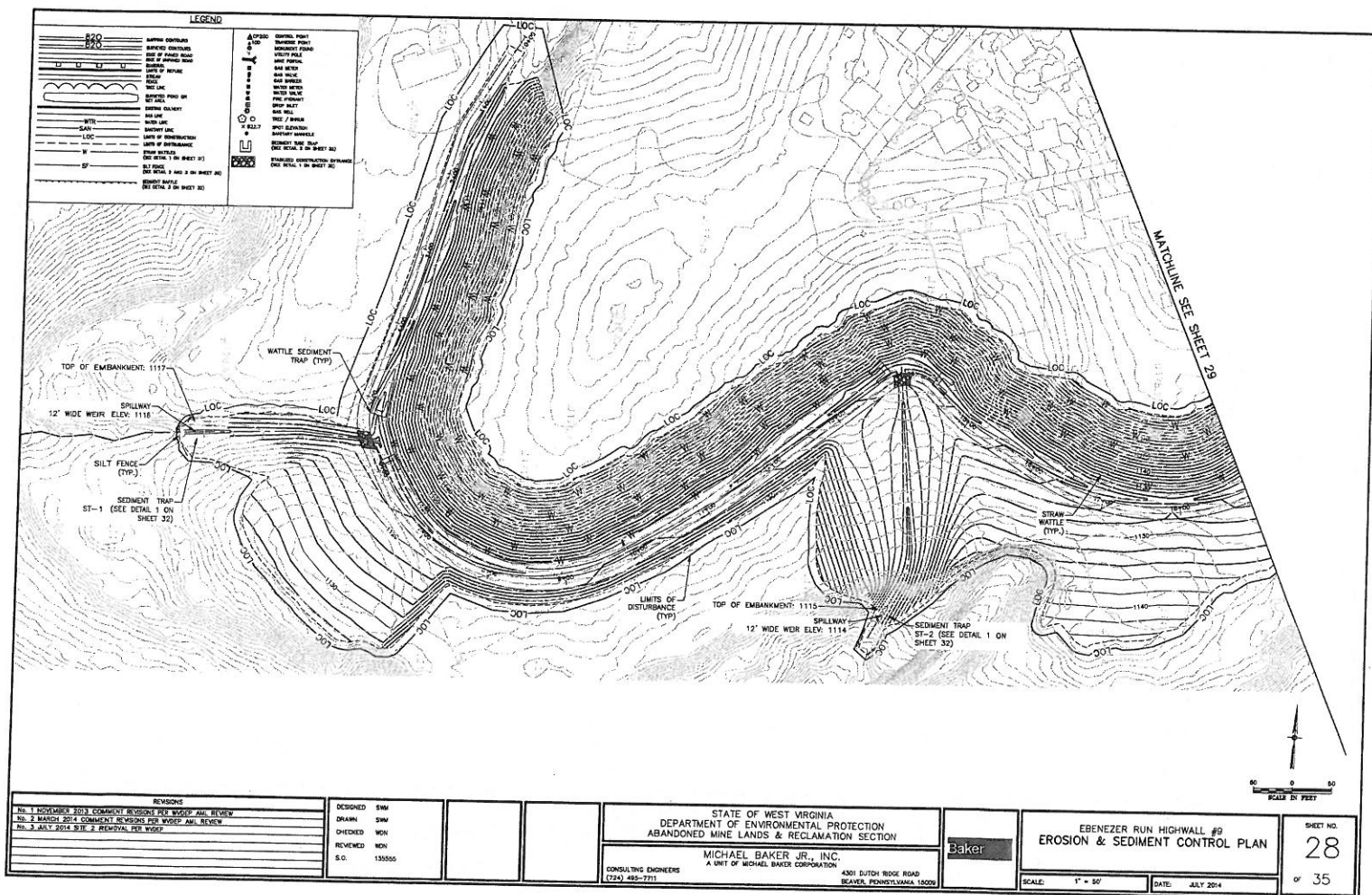
- \* THE PERFORMANCE OF GROUND ANCHORING DEVICES IS HIGHLY DEPENDENT ON NUMEROUS SITE/PROJECT SPECIFIC VARIABLES. IT IS THE SOLE RESPONSIBILITY OF THE PROJECT ENGINEER AND/OR CONTRACTOR TO SELECT THE APPROPRIATE ANCHOR TYPE AND LENGTH. ANCHORING SHALL BE SELECTED TO HOLD THE MAT IN SITUATE ACCORDANCE WITH THE PROJECT'S DESIGN INTENT.
- \*\* ANCHOR PATTERN GUIDE CAN VARY BASED ON EARTH ANCHOR AND BLANKET SELECTION.
- \*\*\* IF DESIRED, THE SYSTEM CAN BE SOIL-FILLED AND SOODED AFTER TRM INSTALLATION. SOO SHOULD BE STAPLED/STAKED ACCORDING TO PLAN SPECIFICATIONS.

### ROLLED EROSION CONTROLLED PRODUCTS (RECPs) DETAIL (TYPICAL)

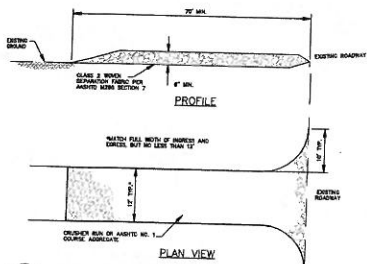
### ROLLED EROSION CONTROLLED PRODUCTS (RECPs) INSTALLATION (TYPICAL)

REVISIONS			DESIGNED	SWW	STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ABANDONED MINE LANDS & RECLAMATION SECTION  MICHAEL BAKER JR., INC. A UNIT OF MICHAEL BAKER CORPORATION  CONSULTING ENGINEERS (724) 495-7711  4301 DUTCH RIDGE ROAD BEAVER, PENNSYLVANIA 15009	Baker	EBENEZER RUN HIGHWALL #9 CONSTRUCTION DETAILS		SHEET NO.
NO. 1 NOVEMBER 2013 COMMITTEE REVISIONS PER WDEP AND REVIEW			DRAWN	SWW			24		
NO. 2 MARCH 2014 COMMITTEE REVISIONS PER WDEP AND REVIEW			CHECKED	NOH					
NO. 3 JULY 2014 SITE 2 REMOVAL PER WDEP			REVIEWED	NOH					
			S.O.	130555					
							SCALE: NOT TO SCALE	DATE: JULY 2014	OF 35



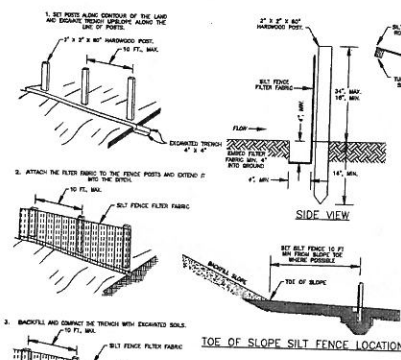


<b>REVISIONS</b> NO. 1 NOVEMBER 2013 COMMENT REVISIONS PER WISREP AND REVIEW NO. 2 MARCH 2014 COMMENT REVISIONS PER WISREP AND REVIEW NO. 3 JULY 2014 SEE 2 REMOVAL PER WISREP		DESIGNED: SWH DRAWN: SWH CHECKED: WCN REVIEWED: WCN S.D. 130555	STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ABANDONED MINE LANDS & RECLAMATION SECTION MICHAEL BAKER JR., INC. A UNIT OF MICHAEL BAKER CORPORATION CONSULTING ENGINEERS (224) 465-7771		Baker 4301 DUTCH ROAD BEAVER, PENNSYLVANIA 15005	EBENEZER RUN HIGHWALL #9 EROSION & SEDIMENT CONTROL PLAN SCALE: 1" = 50' DATE: JULY 2014	SHEET NO. <b>28</b> OF 35
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**1**  
**STABILIZED CONSTRUCTION ENTRANCE**  
R.T.S.

28,29

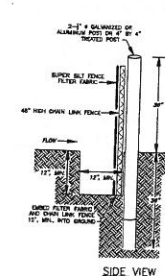
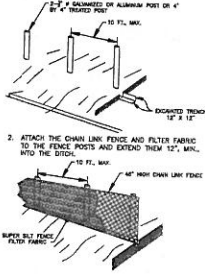


**2**  
**SILT FENCE**  
R.T.S.

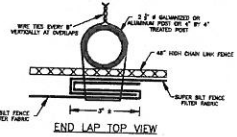
28,29

**INSTALLATION NOTES:**

1. SET POSTS ALONG ENTIRE LENGTH OF THE LAND AND EXCAVATE TRENCH VERTICAL TO THE LINE OF POSTS.
2. ATTACH THE CHAIN LINK FENCE AND FILTER FABRIC TO THE FENCE POSTS AND EXTEND THEM 12" MIN. INTO THE DITCH.
3. BACKFILL AND COMPACT THE TRENCH WITH EXCAVATED SOILS.



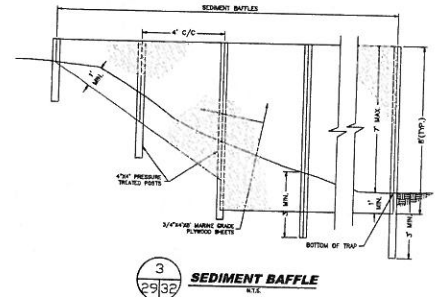
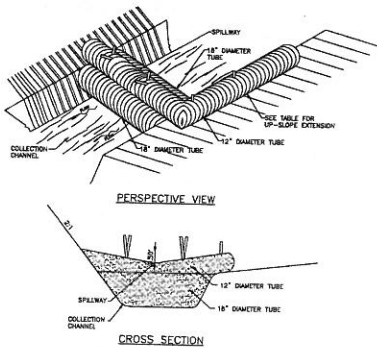
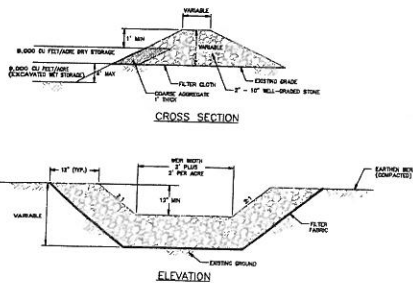
- NOTES:**
1. CHAIN LINK FENCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 805 OF THE WEST VIRGINIA CODE. CHAIN LINK FENCE SHALL BE FASTENED SECURELY TO THE POSTS WITH WIRE TIES OR STAPLES.
  2. POSTS NEED NOT BE SET IN CONCRETE.
  3. THE FILTER FABRIC SHALL BE FASTENED TO THE CHAIN LINK FENCE WITH TIES EVERY 24" AT THE TOP AND MID SECTIONS.
  4. FABRIC AND FENCE SHALL BE EMBEDDED 12" MINIMUM INTO THE GROUND.
  5. A 6" MINIMUM OVERLAP SHALL BE PROVIDED WHERE TWO SECTIONS OF FABRIC MEET. THE OVERLAPPED FABRIC SHALL BE FOLDED TOGETHER AND ATTACHED TO THE CHAIN LINK FENCE.
  6. 4" BY 4" PRESSURE TREATED POSTS MAY BE SUBSTITUTED FOR WOOD FENCE POSTS WITH THE APPROVAL OF THE ENGINEER.
  7. THE LENGTH OF SLOPE ABOVE THE FENCE SHALL NOT EXCEED 40 FEET IN EXPOSED TERRAIN. IN FLATTER AREAS THE LENGTH CAN BE EXTENDED WITH THE APPROVAL OF THE ENGINEER.



**3**  
**SUPER SILT FENCE**  
R.T.S.

28,29

<p><b>REVISIONS</b></p> <p>NO. 1 NOVEMBER 2013 COMMENT REVISIONS FOR WATER AND SEDIMENT CONTROL DESIGN</p> <p>NO. 2 MARCH 2014 COMMENT REVISIONS FOR WATER AND SEDIMENT CONTROL DESIGN</p> <p>NO. 3 JULY 2014 REV. 2 REMOVAL FOR WOOD</p>	<p>DESIGNED: SWW</p> <p>DRAWN: SWW</p> <p>CHECKED: NCH</p> <p>REVIEWED: NCH</p> <p>S.O.: 133003</p>	<p>STATE OF WEST VIRGINIA</p> <p>DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>ABANDONED MINE LANDS &amp; RECLAMATION SECTION</p> <p>MICHAEL BAKER JR., INC.</p> <p>A UNIT OF MICHAEL BAKER CORPORATION</p> <p>4301 BUTCH RIDGE ROAD</p> <p>BEAVER, PENNSYLVANIA 15006</p>	<p>CONSULTING ENGINEERS</p> <p>(724) 435-7771</p>	<p><b>Baker</b></p>	<p>EBENEZER RUN HIGHWALL #9</p> <p>EROSION &amp; SEDIMENT CONTROL DETAILS</p>	<p>SCALE: NOT TO SCALE</p> <p>DATE: JULY 2014</p> <p>SHEET NO. 30 OF 35</p>
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TRAP NO.	TRAP 1	TRAP 2	TRAP 3
TYPE	STONE WEIR	STONE WEIR	STONE WEIR
DRAINAGE AREA (AC)	8	5	5
WET STORAGE REQ. (CF)	9000	9000	9000
WET STORAGE PROV. (CF)	10358	9778	9374
DRY STORAGE REQ. (CF)	9000	9000	9000
DRY STORAGE PROV. (CF)	10070	8670	8021
WEIR WIDTH (FT)	12	12	12
PIPE DIAMETER (FT)	N/A	N/A	N/A
WEIR/PIPE ELEV. (FT)	1116	1114	1114
STORAGE DEPTH (FT)	4	4	4
CLEANOUT ELEV. (FT)	1113.2	1111.3	1107.2
EMBANKMENT ELEV. (FT)	1117	1115	1115
TRAP BOTTOM ELEV. (FT)	1112	1110	1110



#### MAINTENANCE NOTES:

1. SEDIMENT SHOULD BE REMOVED FROM THE TRAP BEFORE THE TRAP'S NET STORAGE VOLUME IS REDUCED BY ONE-HALF. SEDIMENT REMOVED FROM THE TRAP SHOULD BE STORED OR DISPOSED IN A MANNER WHICH WILL NOT CAUSE AN EROSION OR SEDIMENT PROBLEM.
2. FILTER STONE SHOULD BE REGULARLY CHECKED TO INSURE THAT FILTRATION PERFORMANCE IS MAINTAINED. STONE CHOKED WITH SEDIMENT SHOULD BE REMOVED AND CLEANED OR REPLACED.
3. THE STRUCTURE SHALL BE CHECKED EVERY 7 DAYS AND/OR AFTER 2.5 HOURS OF RAIN TO INSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED.

#### NOTES:

1. THE AREA UNDER THE EMBANKMENT SHOULD BE CLEARED, GRUBBED, AND STRIPPED OF ANY VEGETATION AND ROOT MAT.
2. FILL MATERIAL FOR THE EMBANKMENT SHOULD BE FREE OF ROOTS OR OTHER WOODY VEGETATION, ORGANIC MATERIAL, LARGE STONES, AND OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHOULD BE EQUIPPED IN 6-INCH LAYERS BY TAMPING WITH CONSTRUCTION EQUIPMENT.
3. THE EMBANKMENT SHOULD BE SEEDING AND MULCHED TO PROMOTE TEMPORARY OR PERMANENT VEGETATION IMMEDIATELY AFTER INSTALLATION.
4. CONSTRUCTION OPERATIONS SHOULD BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION ARE MINIMIZED.
5. SEDIMENT TRAPS SHOULD NOT BE REMOVED UNTIL THE CONTRIBUTING DISTURBED AREA HAS BEEN STABILIZED.
6. MATERIAL REMOVED FROM THE ENLARGED SECTION OF THE SEDIMENT TRAP SHOULD BE PLACED IN AN AREA AND STORED IN A MANNER THAT WILL NOT CREATE EROSION PROBLEM.

#### DESIGN NOTES:

1. SEDIMENT TRAP SHALL BE SIZED TO PROVIDE 3000 CUBIC FEET OF STORAGE CAPACITY FOR EACH ACRE TRIBUTARY.
2. THE TRAP WIDTH SHALL BE EQUAL TO THE HEIGHT.
3. SEDIMENT ACCUMULATION SHALL NOT EXCEED 1/2 THE TOTAL HEIGHT OF THE TRAP.
4. TUBES SHALL BE OF LARGER DIAMETER AT THE END OF THE TRAP AND DECREASE IN DIAMETER FOR SUCCESSIVE LAYERS AS SHOWN ON THE PLAN VIEW.
5. EACH OF THE TRAP SHALL BE A MINIMUM OF 1 FOOT HIGHER IN ELEVATION THAN THE MID-SECTION, WHICH SHALL BE LOCATED AT THE POINT OF DISCHARGE.

#### DETAILS:

1. SEDIMENT TUBES SHALL BE "TYPED WELDED" BY ACF ENVIRONMENTAL OR APPROVED EQUAL.
2. SEDIMENT TUBE STAKES SHALL BE METAL 3-POST OR APPROVED EQUAL AS SPECIFIED BY THE MANUFACTURER.
3. SEDIMENT TRAPS SHALL NOT EXCEED THREE FEET IN HEIGHT AND SHALL BE STACKED IN PYRAMIDAL FORM AS SHOWN ABOVE. MINIMUM TRAP HEIGHT IS ONE 24" DIAMETER TUBE. ADDITIONAL STORAGE MAY BE PROVIDED BY MEANS OF AN ENLARGED SWAMP 12" DEEP EXTENDING 1 TO 2 FEET UPOPER OF THE SWAMP ALONG THE LOWER SIDE OF THE TRAP.
4. SEDIMENT TRAPS SHALL PROVIDE 3000 CUBIC FEET STORAGE CAPACITY WITH 12" FREEBOARD FOR EACH TRIBUTARY DRAINAGE AREA. (SEE MANUFACTURER FOR ANTICIPATED SETTLEMENTS.)
5. SEDIMENT TRAPS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINY EVENT. SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE HEIGHT OF THE SWAMP.
6. PHOTOGRAPHICALLY AND BIODEGRADABLE TUBES SHALL NOT BE USED FOR MORE THAN 1 YEAR.

#### SEDIMENT TRAP

N.T.S.

#### SEDIMENT TUBE TRAP

N.T.S.

REVISIONS	DESIGNED	SWW
NO. 1 NOVEMBER 2013 COMMENT REVISIONS PER WDEP AND REVIEW	DRAWN	SWW
NO. 2 MARCH 2014 COMMENT REVISIONS PER WDEP AND REVIEW	CHECKED	WOW
NO. 3 JULY 2014 REV. 2. REVISIONS PER WDEP	REVIEWED	WOW
	S.D.	133555

DESIGNED	SWW
DRAWN	SWW
CHECKED	WOW
REVIEWED	WOW
S.D.	133555

DESIGNED	SWW
DRAWN	SWW
CHECKED	WOW
REVIEWED	WOW
S.D.	133555

STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION ABANDONED MINE LANDS & RECLAMATION SECTION	Baker
MICHAEL BAKER JR., INC. A UNIT OF MICHAEL BAKER CORPORATION CONSULTING ENGINEERS (724) 435-7711	4301 DUTCH RIDGE ROAD BEAVER, PENNSYLVANIA 15008

EBENEZER RUN HIGHWALL #9  
EROSION & SEDIMENT  
CONTROL DETAILS

SCALE: NOT TO SCALE

DATE: JULY 2014

SHEET NO.

32

OF 35



**Instructions for Completing AML Contractor Form OMB #1029-0119<sup>1</sup>**

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

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

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

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

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

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

**Part D:**

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

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

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

### AML CONTRACTOR INFORMATION FORM

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

#### Part A: General Information

Business Name: Carpenter Reclamation, Inc. Tax Payer ID No.: 55-0693493  
Address: PO Box 13015  
City: Sissonville State: WV Zip Code: 25360 Phone: 304 984-1115  
Fax No.: 984-2770 E-mail address: rcarpent103@gsi.com

#### Part B: Legal Structure

☒ Corporation      ☐ Sole Proprietorship      ☐ Partnership      ☐ LLC  
☐ Other (please specify) \_\_\_\_\_

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

I, Kelley Carpenter, have the express authority to certify that:  
(print name)

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

2-17-15  
Date

Kelley Carpenter  
Signature

President  
Title

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

**Part D.**

Contractor's Business Name: Carpenter Reclamation, Inc.

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

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

Name	<u>N/A</u>	Position/Title	
Address		Telephone #	
Begin Date:		% of Ownership	
		Ending Date:	
Name		Position/Title	
Address		Telephone #	
Begin Date:		% of Ownership	
		Ending Date:	
Name		Position/Title	
Address		Telephone #	
Begin Date:		% of Ownership	
		Ending Date:	
Name		Position/Title	
Address		Telephone #	
Begin Date:		% of Ownership	
		Ending Date:	

**PAPERWORK REDUCTION STATEMENT**

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

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

# BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE 1: **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D) \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G) \_\_\_\_\_ (H) a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J) as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) 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 \_\_\_\_\_

(M)

## 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 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 time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Seal

(R)

\_\_\_\_\_  
(Q)  
(Name of Principal)

By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_  
(T)  
Title

Surety Seal

(U)

\_\_\_\_\_  
(V)  
(Name of Surety)

\_\_\_\_\_  
(W)  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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

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

**Contract Identification:**

Contract Number: \_\_\_\_\_

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: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Kanawha, TO-WIT:**

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

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

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

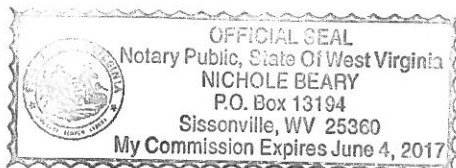
The above statements are sworn to under the penalty of perjury.

By: Kelley Carpenter  
Title: President  
Company Name: Carpenter Reclamation, Inc.  
Date: 2-17-15

Taken, subscribed and sworn to before me this 17 day of Feb., 2015.

By Commission expires June 4, 2017

(Seal)



Nichole Beary  
(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.

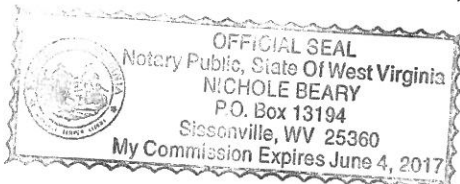
**DEFINITIONS:**

"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: Carpenter Reclamation, Inc.Authorized Signature: Kelley Carpenter Date: 2-17-15 KCState of WVCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 17 day of Feb., 2015My Commission expires June 4, 2017**AFFIX SEAL HERE****NOTARY PUBLIC***Nichole Beary*  
**Purchasing Affidavit (Revised 07/01/2012)**

### 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.

Carpenter Reclamation, Inc.  
(Company)

Kelley Carpenter      Kelley Carpenter - President +  
(Authorized Signature) (Representative Name, Title)

304 984-1115      984-2770      2-17-15  
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

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

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

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

Carpenter Reclamation, Inc.  
Company

Kelley Carpenter  
Authorized Signature

2-17-15  
Date

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



# AVS OFT Report - 4/5/2010 12:56:36 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (140618) Carpenter Reclamation Inc

## Parent Entity

(140618) Carpenter Reclamation Inc  
(140618) Carpenter Reclamation Inc  
(140618) Carpenter Reclamation Inc  
(140618) Carpenter Reclamation Inc

## Description

President  
Shareholder  
Shareholder  
Vice President

## Related Entity

(140616) Kelley Carpenter  
(140616) Kelley Carpenter  
(140617) Mary Carpenter  
(140617) Mary Carpenter

## % Ownership

50%  
50%

## Begin Date

10/1/1989  
10/1/1989  
10/1/1989  
10/1/1989

## End Date

K. Carpenter

2-17-15

Current Information

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, CARPENTER RECLAMATION, INC.  
of P.O.BOX 13015, SISSONVILLE, WV 25360, as Principal, and GREAT AMERICAN INSURANCE COMPANY  
301 EAST 4TH STREET, CINCINNATI, OH 45202-4201  
of \_\_\_\_\_, \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_  
OHIO with its principal office in the City of CINCINNATI, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of FIVE PERCENT (5%) OF THE  
AMOUNT OF THE BID (\$ \_\_\_\_\_) 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 DEP17014 EBENEZER RUN HIGHWALL #9 IN BROOKE COUNTY, WV, CRFQ#DEP1500000026

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 17TH day of FEBRUARY, 20 15.

Principal Seal

CARPENTER RECLAMATION, INC.

(Name of Principal)

By Kelley Carpenter

(Must be President, Vice President, or  
Duly Authorized Agent)

President  
(Title)

Surety Seal

GREAT AMERICAN INSURANCE COMPANY

(Name of Surety)

WILLIAM A. KANTLEHNER, III Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

**GREAT AMERICAN INSURANCE COMPANY®****Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by  
this power of attorney is not more than **TEN**

No. 0 20435

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
STEVEN M. GARRETT	CHRISTOPHER E. VON ALLMEN	ALL
WILLIAM A. KANTLEHENER, III	ANDREW G. WINDHORST, JR	\$100,000,000
THOMAS J. MITCHELL	ALL OF	
ROGER A. NEAL	LINDA KAPFHAMMER	
	LOUISVILLE, KENTUCKY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **13TH** day of **SEPTEMBER**, 2013 .  
Attest **GREAT AMERICAN INSURANCE COMPANY**



*Stephen C. Beraha*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **13TH** day of **SEPTEMBER**, 2013, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (877-377-2405)



**Shelle Clontz**  
Notary Public, State of Ohio  
My Commission Expires 08-09-2015

*Shelle Clontz*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **17<sup>th</sup>**day of **February**, **2015**

*Stephen C. Beraha*  
Assistant Secretary