



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 104645

Procurement Type: Central Purchase Order

Vendor ID: 000000203290 

Legal Name: GREEN MOUNTAIN COMPANY

Alias/DBA:

Total Bid: \$2,380,000.00

Response Date: 09/10/2015 

Response Time: 12:11

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP1600000002

Published Date: 8/10/15

Close Date: 9/10/15

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 02 Energy Marketing Company U-24-84 OSR Reclamation

Total of Header Attachments: 0

Total of All Attachments: 0



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

State of West Virginia  
 Solicitation Response

Proc Folder : 104645

Solicitation Description : Addendum 02 Energy Marketing Company U-24-84 OSR Reclamation

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-09-10 13:30:00	SR 0313 ESR09101500000000986	1

**VENDOR**

000000203290

GREEN MOUNTAIN COMPANY

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mobilization & Demobilization(Cannot be more than 5% total)	1.00000	LS	\$1,000.000000	\$1,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	Mobilization and Demobilization (Cannot be more than 5% of TOTAL AMOUNT BID for the Project)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Construction Layout Stakes (Cannot be more than 3% of total)	1.00000	LS	\$5,000.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	Construction Layout Stakes (Cannot be more than 3% of TOTAL AMOUNT BID for the Project)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Quality Control (Cannot be more than 3% of TOTAL AMOUNT BID)	1.00000	LS	\$5,000.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	Quality Control (Cannot be more than 3% of TOTAL AMOUNT BID for the Project)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Site Preparation (Cannot be more than 5% of TOTAL AMOUNT BID)	1.00000	LS	\$115,000.000000	\$115,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	4.1) Site Preparation (Cannot be more than 5% of TOTAL AMOUNT BID for the Project))
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Fence	2200.00000	LF	\$10.000000	\$22,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.2) Fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Farm Gate	4.00000	EA	\$3,000.000000	\$12,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.3) Farm Gate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Pipe Gate	1.00000	EA	\$15,000.000000	\$15,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.4) Pipe Gate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Silt Fence	1800.00000	LF	\$1.000000	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 5.1) Silt Fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Super Silt Fence	600.00000	LF	\$10.000000	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 5.2) Super Silt Fence

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Straw Wattles	7000.00000	LF	\$1.000000	\$7,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 5.3) Straw Wattles

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Revegetation (Plan View)	32.00000	ACRE	\$100.000000	\$3,200.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 6.0) Revegetation (Plan View)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Erosion Control Blanket Lined Bench Ditch	2750.00000	LF	\$10.000000	\$27,500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.1) Erosion Control Blanket Lined Bench Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	2.0 Ft. Deep "Vee" Shaped Riprap Ditch	400.00000	LF	\$60.000000	\$24,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	7.2) 2.0 Ft. Deep "Vee" Shaped Riprap Ditch
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	2.0 Ft. Deep "Vee" Shaped Grouted Riprap Ditch	2000.00000	LF	\$90.000000	\$180,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	7.3) 2.0 Ft. Deep "Vee" Shaped Grouted Riprap Ditch
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	2.5 Ft. Deep "Vee" Shaped Grouted Riprap Ditch	165.00000	LF	\$120.000000	\$19,800.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	7.4) 2.5 Ft. Deep "Vee" Shaped Grouted Riprap Ditch
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	2.5 Ft. Deep by 4.0 Ft. Wide Flat Bottom Shaped Ditch	1600.00000	LF	\$120.000000	\$192,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	7.5) 2.5 Ft. Deep by 4.0 Ft. Wide Flat Bottom Shaped Grouted Riprap Ditch
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	2.5 Ft. Deep by 4.0 Ft. Wide Flat Bottom Shaped spillway	60.00000	LF	\$120.000000	\$7,200.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.6) 4.0 Ft. Deep by 8.0 Ft. Wide Flat Bottom Shaped Grouted Riprap spillway

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Unclassified Excavation	517000.00000	CY	\$2.900000	\$1,499,300.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 8.0) Unclassified Excavation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Wet Mine Seals	2.00000	EA	\$31,225.000000	\$62,450.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 9.1) Wet Mine Seals

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Mine Seal Conveyance Pipe	1650.00000	LF	\$15.000000	\$24,750.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 9.2) Mine Seal Conveyance Pipe



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Soda Ash Briquettes	100.00000	BAG	\$30.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 9.3) Soda Ash Briquettes

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Rock Toe Drain Number One	420.00000	LF	\$50.000000	\$21,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 10.1) Rock Toe Drain Number One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Subsurface Drain	1000.00000	LF	\$50.000000	\$50,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 10.2) Subsurface Drain

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	12 Inch Inline Cleanout	20.00000	EA	\$50.000000	\$1,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 10.3) 12 Inch Inline Cleanout

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Surface Crack Repair	1.00000	LS	\$75,000.000000	\$75,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	Surface Crack Repair line 12.0 on bid schedule
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**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

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

Contractor's Name: GREEN MOUNTAIN COMPANY

Contractor's License No. WV002057

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

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV002057

**Classification:**

GENERAL ENGINEERING  
SPECIALTY

GREEN MOUNTAIN COMPANY  
DBA GREEN MOUNTAIN COMPANY  
511 50TH STREET  
CHARLESTON, WV 25304

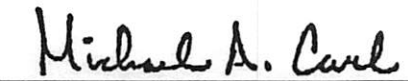
**Date Issued**

**Expiration Date**

AUGUST 21, 2015

AUGUST 21, 2016

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**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.

GREEN MOUNTAIN COMPANY  
(Company)

 PRESIDENT  
(Authorized Signature) (Representative Name, Title)

304-925-023(4043) 09/10/15  
(Phone Number) (Fax Number) (Date)



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

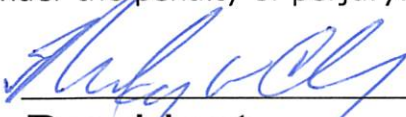
STATE OF WEST VIRGINIA,  
COUNTY OF Kanawha, TO-WIT:

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

1. I am an employee of Green Mountain Company; and,  
(Company Name)
2. I do hereby attest that Green Mountain Company  
(Company Name)

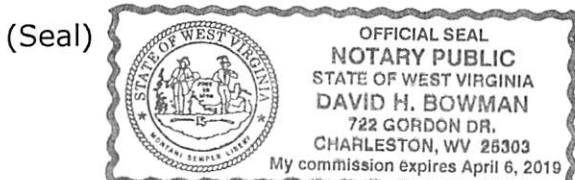
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By:   
 Title: President  
 Company Name: Green Mountain Company  
 Date: September 10, 2015

Taken, subscribed and sworn to before me this 10 day of September, 2015.

By Commission expires April 06, 2019



  
 (Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Green Mountain Company

Authorized Signature: *Auty W. D. Smith* Date: 09/10/15

State of WV

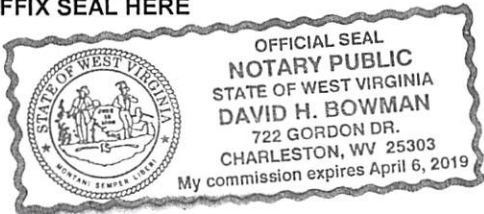
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 10 day of September, 2015.

My Commission expires April 06, 2019.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *David H. Bowman*



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: Green Mountain Company

Vendor Telephone: 304-925-0253

Vendor Address: 511 50th Street

Vendor Fax: 304-925-4043

Charleston WV, 25304

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Green Mountain Company  
of 511 50th Street, Charleston WV, 25304, as Principal, and Ohio Farmers Insurance Company  
of PO Box 5001, Westfield Center, Ohio 44251, a corporation organized and existing under the laws of the State of Ohio  
Ohio with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount 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  
DEP160000002, Energy MArketing Company in Barbour County, WV  
according to plans and specifications.

NOW THEREFORE,

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

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

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 1st day of September, 2015.

Principal Seal

Green Mountain Company  
(Name of Principal)

By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)

Rodney W. Clay, President  
(Title)

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
Sheila D. McCormick

**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.**



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/21/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4751892 01

General  
Power  
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, TAYLOR R. JOHNSON, BRADLEY P. BOBERSKY, JOINTLY OR SEVERALLY**

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of APRIL A.D., 2015.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of APRIL A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of September A.D., 2015.



*Frank A. Carrino*  
Frank A. Carrino, Secretary

**ENERGY MARKETING COMPANY INC**  
**PERMIT U-24-84**  
**REVISED BID SCHEDULE**

VENDOR NAME: GREEN MOUNTAIN COMPANY

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization & Demobilization (Shall not exceed 5% of TOTAL)	1	LS	\$ 1000	\$ 1,000
2.0	Construction Layout (Shall not exceed 3% of TOTAL)	1	LS	\$ 5000	\$ 5,000
3.0	Quality Control (Shall not exceed 3% of TOTAL)	1	LS	\$ 5000	\$ 5,000
4.1	Site Preparation (Shall not exceed 5% of TOTAL)	1	LS	\$ 115000	\$ 1,150,000
4.2	Fence	2,200	LF	\$ 10	\$ 22,000
4.3	Farm Gate	4	EA	\$ 3000	\$ 12,000
4.4	Pipe Gate	1	EA	\$ 15,000	\$ 15,000
5.1	Silt Fence	1,800	LF	\$ 1	\$ 1,800
5.2	Super Silt Fence	600	LF	\$ 10	\$ 6,000
5.3	Straw Wattles	7,000	LF	\$ 1	\$ 7,000
6.0	Revegetation (Plan View)	32	AC	\$ 100	\$ 3,200
7.1	Erosion Control Blanket Lined Bench Ditch	2,750	LF	\$ 10	\$ 27,500
7.2	2.0 FT Deep "Vee" Shaped Riprap Ditch	400	LF	\$ 60	\$ 24,000
7.3	2.0 FT Deep "Vee" Shaped Grouted Riprap Ditch	2,000	LF	\$ 90	\$ 180,000
7.4	2.5 FT Deep "Vee" Shaped Grouted Riprap Ditch	165	LF	\$ 120	\$ 19,800
7.5	2.5 FT Deep by 4.0 FT Wide "Flat Bottom" Shaped Grouted Riprap Ditch	1,600	LF	\$ 120	\$ 192,000
7.6	4.0 FT Deep by 8.0 FT Wide "Flat Bottom" Shaped Grouted Riprap Ditch	60	LF	\$ 120	\$ 7,200
8.0	Unclassified Excavation	517,000	CY	\$ 2.90	\$ 1,499,300
9.1	Wet Mine Seals	2	EA	\$ 31,225	\$ 62,450
9.2	Mine Seal Conveyence Pipe	1,650	LF	\$ 15	\$ 24,750
9.3	Soda Ash Briquettes	100	BG	\$ 30	\$ 3,000
10.1	Rock Toe Drain Number One	420	LF	\$ 50	\$ 21,000
10.2	Subsurface Drain	1,000	LF	\$ 50	\$ 50,000
10.3	12 Inch Inline Cleanout	20	EA	\$ 50	\$ 1,000
11.0	Utilities (No cost bid item, utility relocation cost pass through only)			\$ 00	\$ 00
12.0	Surface Crack Repair	1	LS	\$ 75,000	\$ 75,000
				\$	\$
				\$	\$
<b>TOTAL:</b>					<b>\$ 2,380,000</b>

BIDDER'S AUTHORIZED SIGNATURE: *Andy Wells*

DATE: 09/10/15

**SOLICITATION NUMBER: CRFQ DEP1600000002**

**Addendum Number: 02**

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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:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify the buyer. The buyer is Beth A. Collins, Senior Buyer; beth.a.collins@wv.gov and phone being 304-55-2157.
2. Bid opening date will not change and will remain at September 10, 2015 at 1:30PM, EST.

No other changes.

**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.

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** 16x2

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

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

GREEN MOUNTAIN COMPANY  
Company

[Signature] PRESIDENT  
Authorized Signature

9/10/15  
Date