



# 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: 144606

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0313

Vendor ID: 000000209426

SO Doc ID: DEP160000019

Legal Name: EASTERN ARROW CORP INC

Published Date: 11/20/15

Alias/DBA:

Close Date: 12/16/15

Total Bid: \$3,196,545.00

Close Time: 13:30

Response Date: 12/16/2015

Status: Closed

Response Time: 8:16

Solicitation Description: Addendum 02 Sugarcamp Run  
Burning Refuse Phase II Project

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 :** 144606

**Solicitation Description :** Addendum 02 Sugarcamp Run Burning Refuse Phase II Project

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-12-16 13:30:00	SR 0313 ESR12151500000002654	1

**VENDOR**

000000209426  
 EASTERN ARROW CORP INC

**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	1.0 Mobilization & Demobilization	1.00000	LS	\$8,245.000000	\$8,245.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : (Cannot be more than 10% of Total Amount Bid)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	2.0 Construction Layout	1.00000	LS	\$1,000.000000	\$1,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : (Cannot be more than 5% of Total Amount Bid)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.0 Quality Control	1.00000	LS	\$1,000.000000	\$1,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : (Cannot be more than 3% of Total Amount Bid)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	4.1 Site Preparation	1.00000	LS	\$300,000.000000	\$300,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : (Cannot be more than 10% of Total Amount Bid)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	4.2 Road Restoration Stone	1200.00000	TON	\$50.000000	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.2 Road Restoration Stone

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	4.3 Water and Power Line Relocation	1.00000	LS	\$5,000.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 4.3 Water and Power Line Relocation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	5.1 Silt Fence	500.00000	LF	\$15.000000	\$7,500.00

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
8	5.2 Super Silt Fence	1000.00000	LF	\$20.000000	\$20,000.00

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
9	5.3 Straw Wattle	10000.00000	LF	\$0.010000	\$100.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	5.3 Straw Wattle
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	5.4 Stone Check Dam	18.00000	EA	\$50.000000	\$900.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	5.4 Stone Check Dam
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	5.5 Stabilized Construction Entrance	2.00000	EA	\$5,000.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	5.5 Stabilized Construction Entrance
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	5.6 Stormwater Detention Pond	1.00000	LS	\$500,000.000000	\$500,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	5.6 Stormwater Detention Pond
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	5.7 Erosion Control Matting	3200.00000	SY	\$3.500000	\$11,200.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 5.7 Erosion Control Matting

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	6.0 Revegetation	30.00000	ACRE	\$5,000.000000	\$150,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 6.0 Revegetation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	7.1 Type I Riprap Ditch	50.00000	LF	\$100.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.1 Type I Riprap Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	7.2 Tye II Grouted Riprap Ditch	4135.00000	LF	\$170.000000	\$702,950.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.2 Tye II Grouted Riprap Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	7.3 Type III Grouted Riprap Ditch	300.00000	LF	\$130.000000	\$39,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.3 Type III Grouted Riprap Ditch

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	7.4 Underdrain	1000.00000	LF	\$30.000000	\$30,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.4 Underdrain

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	7.5 Underdrain Conveyance Pipe	200.00000	LF	\$10.000000	\$2,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.5 Underdrain Conveyance Pipe

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	7.6 24" HDPE Culvert	640.00000	LF	\$100.000000	\$64,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.6 24" HDPE Culvert



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	7.7 Modified Type 'G' Inlet	1.00000	EA	\$5,000.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.7 Modified Type 'G' Inlet

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	7.8 24" Pipe Culvert Wingwall	1.00000	EA	\$5,000.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.8 24" Pipe Culvert Wingwall

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	7.9 Bench To Channel Transition	6.00000	EA	\$3,000.000000	\$18,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 7.9 Bench To Channel Transition

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	8.1 Unclassified Excavation	100000.00000	CY	\$1.000000	\$100,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

Extended Description : 8.1 Unclassified Excavation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	8.2 Soil Cover	20.00000	ACRE	\$50,000.000000	\$1,000,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	8.2 Soil Cover
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	8.3 Contaminated Material Disposal	15000.00000	TON	\$0.010000	\$150.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	8.3 Contaminated Material Disposal
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	8.4 Contaminated Material Hauling (per mile)	50000.00000	MILE	\$0.010000	\$500.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	8.4 Contaminated Material Hauling (per mile)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	8.5 Cut Off Trench Soil Backfill (per cubic yard)	15000.00000	CY	\$10.000000	\$150,000.00

Comm Code	Manufacturer	Specification	Model #
77111603			

<b>Extended Description :</b>	8.5 Cut Off Trench Soil Backfill (per cubic yard)
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# SUGARCAMP RUN BURNING REFUSE PHASE II

Revised 11-13-15

## Contractor's Bid Sheet

Vendors Name: EASTERN ARROW CORP INC.

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	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	LS	LS	MOBILIZATION & DEMOBILIZATION (LUMP SUM) (CANNOT EXCEED 10% OF TOTAL AMOUNT BID)	LS	\$ 8245 <sup>-</sup>
2.0	LS	LS	CONSTRUCTION LAYOUT (LUMP SUM) (CANNOT EXCEED 5% OF TOTAL AMOUNT BID)	LS	\$ 1000 <sup>-</sup>
3.0	LS	LS	QUALITY CONTROL (LUMP SUM) (CANNOT EXCEED 3% OF TOTAL AMOUNT BID)	LS	\$ 1000 <sup>-</sup>
4.1	LS	LS	SITE PREPARATION (LUMP SUM) (CANNOT EXCEED 10% OF TOTAL AMOUNT BID)	LS	\$ 300,000 <sup>-</sup>
4.2	1,200	TON	ROAD RESTORATION STONE (PER TON)	\$ 50 <sup>-</sup>	\$ 60,000 <sup>-</sup>
4.3	LS	LS	WATER AND POWER LINE RELOCATION (PER LUMP SUM)	\$ 5,000 <sup>-</sup>	\$ 5000 <sup>-</sup>
5.1	500	LF	SILT FENCE (PER LINEAR FOOT)	\$ 15 <sup>-</sup>	\$ 7500 <sup>-</sup>
5.2	1,000	LF	SUPER SILT FENCE (PER LINEAR FOOT)	\$ 20 <sup>-</sup>	\$ 20,000 <sup>-</sup>
5.3	10,000	LF	STRAW WATTLE (PER LINEAR FOOT)	\$ 0.01 <sup>-</sup>	\$ 100 <sup>-</sup>
5.4	18	EA	STONE CHECK DAM (PER EACH)	\$ 50 <sup>-</sup>	\$ 900 <sup>-</sup>
5.5	2	EA	STABILIZED CONSTRUCTION ENTRANCE (PER EACH)	\$ 5000 <sup>-</sup>	\$ 10,000 <sup>-</sup>
5.6	LS	LS	STORMWATER DETENTION POND (PER LUMP SUM)	LS	\$ 500,000 <sup>-</sup>
5.7	3,200	SY	EROSION CONTROL MATTING	\$ 3.50 <sup>-</sup>	\$ 11,200 <sup>-</sup>
6.0	30	ACRE	REVEGETATION (PER PLAN VIEW ACRE)	\$ 5000 <sup>-</sup>	\$ 150,000 <sup>-</sup>
7.1	50	LF	TYPE I RIPRAP DITCH (PER LINEAR FOOT)	\$ 100 <sup>-</sup>	\$ 5000 <sup>-</sup>
7.2	4,135	LF	TYPE II GROUTED RIPRAP DITCH (PER LINEAR FOOT)	\$ 170 <sup>-</sup>	\$ 702,950 <sup>-</sup>
7.3	300	LF	TYPE III GROUTED RIPRAP DITCH (PER LINEAR FOOT)	\$ 130 <sup>-</sup>	\$ 39,000 <sup>-</sup>
7.4	1,000	LF	UNDERDRAIN (PER LINEAR FOOT)	\$ 30 <sup>-</sup>	\$ 30,000 <sup>-</sup>
7.5	200	LF	UNDERDRAIN CONVEYANCE PIPE (PER LINEAR FOOT)	\$ 10 <sup>-</sup>	\$ 2,000 <sup>-</sup>
7.6	640	LF	24" HDPE CULVERT (PER LINEAR FOOT)	\$ 100 <sup>-</sup>	\$ 64,000 <sup>-</sup>
7.7	1	EA	MODIFIED TYPE 'G' INLET (PER EACH)	\$ 5000 <sup>-</sup>	\$ 5,000 <sup>-</sup>
7.8	1	EA	24" PIPE CULVERT WINGWALL (PER EACH)	\$ 5000 <sup>-</sup>	\$ 5000 <sup>-</sup>
7.9	6	EA	BENCH TO CHANNEL TRANSITION (PER EACH)	\$ 3000 <sup>-</sup>	\$ 18,000 <sup>-</sup>
8.1	100,000	CY	UNCLASSIFIED EXCAVATION (PER CUBIC YARD)	\$ 1 <sup>-</sup>	\$ 100,000 <sup>-</sup>
8.2	20	ACRE	SOIL COVER (PER PLAN VIEW ACRE)	\$ 50,000 <sup>-</sup>	\$ 1,000,000 <sup>-</sup>
8.3	15,000	TON	CONTAMINATED MATERIAL DISPOSAL (PER TON)	\$ 0.01 <sup>-</sup>	\$ 150 <sup>-</sup>
8.4	50,000	MILES	CONTAMINATED MATERIAL HAULING (PER MILE)	\$ 0.01 <sup>-</sup>	\$ 500 <sup>-</sup>
8.5	15,000	CY	CUT OFF TRENCH SOIL BACKFILL (PER CUBIC YARD)	\$ 10 <sup>-</sup>	\$ 150,000 <sup>-</sup>
<b>TOTAL</b>					\$ 3,196,545 <sup>-</sup>

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ DEP1600000019

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.

**Eastern Arrow Corp., Inc.**

Company

  
Authorized Signature

**December 16, 2015**

Date

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



**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, Ann Wardwell, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: Ann Wardwell

Signature: 

Title: President

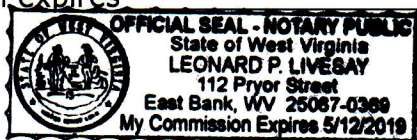
Company Name: Eastern Arrow Corp., Inc.

Date: December 16, 2015

Taken, subscribed and sworn to before me this 16th day of December, 2015.

By Commission expires May 12, 2019

(Seal)



  
(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 exceed 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: Eastern Arrow Corp., Inc.

Authorized Signature:  Date: December 16, 2015

State of West Virginia

County of Kanawha, to-wit:

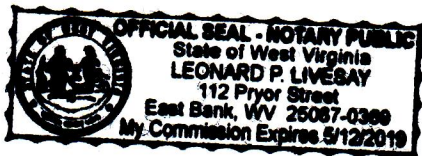
Taken, subscribed, and sworn to before me this 16 day of December, 2015.

My Commission expires May 12, 2019.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**





**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: Eastern Arrow Corp., Inc.

Contractor's License No. WV022303

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:** WV022303

**Classification:**

EXCAVATION

EASTERN ARROW CORP INC  
DBA EASTERN ARROW CORP INC  
PO BOX 4108  
CHARLESTON, WV 25364

**Date Issued**

FEBRUARY 01, 2015

**Expiration Date**

FEBRUARY 01, 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.



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: Eastern Arrow Corp Inc Tax Payer ID No.: 55-0754491  
Address: PO Box 4108  
City: Charleston State: WV Zip Code: 25364 Phone: (304) 414-0255  
Fax No.: (304) 414-0256 E-mail address: easternarrow@hotmail.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, Ann Wardwell, 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.

12-16-15 \_\_\_\_\_ President  
Date Signature Title

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

## (141829) EASTERN ARROW CORP INC

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Own.	Hold Code
139824	WARDWELL, ANN	PRS	17-Feb-1994			
139824	WARDWELL, ANN	SH	17-Feb-1994		33%	
139825	WARDWELL, MICHAEL	VP	17-Feb-1994			
139825	WARDWELL, MICHAEL	SH	17-Feb-1994		34%	
139826	WARDWELL, JAY R	SEC	1-Jun-1996			
139826	WARDWELL, JAY R	TRS	1-Jun-1996			
139826	WARDWELL, JAY R	SH	1-Jun-1996		33%	
141837	WARDWELL, J R	DIR	1-Jun-1996	31-Jul-2000		
141837	WARDWELL, J R	SH	1-Jun-1996	31-Jul-2000	28%	

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation, Inc.  
of PO Box 4108, Charleston WV 25364, 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  
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  
CRFQ: DEP160000019, Sugarcamp Run Burning Refuse Phase II in Nicholas County, West Virginia  
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 15th day of December, 2015.

Principal Seal

Eastern Arrow Corporation, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Ann Wardwell, 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.

General Power of Attorney

POWER NO. 4751892 01

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

CERTIFIED COPY

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

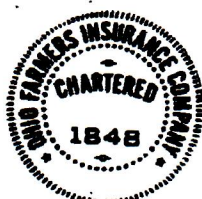
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf 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, 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, 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 15th day of December, A.D., 2015.




Frank A. Carrino Secretary

**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.

**Eastern Arrow Corp., Inc.**

\_\_\_\_\_  
(Company)

 **ANN WARDWELL PRESIDENT**

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

304-414-0255      304-414-0256      12/16/2015

\_\_\_\_\_  
(Phone Number) (Fax Number) (Date)