



# Appalachian Abattoir Request for Full Proposals

Version Released 11-2-2018

Design and Construction Oversight of Livestock Slaughter  
Facility

Charleston WV

Architectural and Engineering Design Services

***Pre-qualification – Due October 19, 2018***

**Full Proposal – Due November 30, 2018**

Solicitation website: <http://beef.buzz/content/bid-opportunities>

4818 Kanawha Blvd East  
Charleston, WV

[www.beef.buzz](http://www.beef.buzz)  
304-925-4781 x114

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## I. INTRODUCTION

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### A. PROJECT DESCRIPTION

Appalachian Abattoir, a wholly owned subsidiary of Buzz Products, Inc, is seeking full proposals from pre-qualified firms for design and construction management of a livestock slaughter facility.

Appalachian Abattoir and Buzz Food Products Inc. (hereinafter referred to as “Appalachian Abattoir”) seeks qualified firms to provide design & engineering services and construction management and oversight for the AML remediation and construction of a livestock slaughter facility (“Project”) near the existing Buzz Food Products office and facility. The Project will be located on a parcel that has been a parking lot and staging area. AML feature remediation will be approved by the West Virginia Department of Environmental Protection. This includes a retaining wall and other remediation services.

## II. SCOPE OF SERVICES AND REQUIREMENTS

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### A. SCOPE OVERVIEW AND DETAILS

Appalachian Abattoir intends to engage the services of a qualified architectural or design firm to provide design and construction oversight for the Project. The includes design and engineering services required to construct the slaughter facility as well as construction oversight throughout the construction process. Anticipated timeline is to break ground Spring 2019 with the facility operational by Fall 2019.

Attention is directed to the fact that the proposed project is being undertaken with a variety of Federal and State funds through the Abandoned Mined Lands Pilot Program and that all work will be performed in accordance with the regulations issued by such agencies and the State of West Virginia.

Appalachian Abattoir anticipates, without guarantee, that the architectural and engineering services will include, without limitation, the following:

- i. Review the project requirements and provide a conceptual estimate verifying the project budget is aligned with project requirements.
- ii. Provide diagrams showing how the project elements will fit into the new facility
- iii. Develop program adjacencies taking into consideration the staff and product workflows needed within the building
- iv. Full Architectural services, program verification, design and construction administration
- v. Provide the following estimated design services
  - a. Façade and Envelope Consultant
  - b. Civil Engineering
  - c. Structural Engineering
  - d. Landscape Design
  - e. Telecommunications and A/V
  - f. Food Safety design/considerations
  - g. Hazardous Materials Assessment
  - h. Mechanical, Electrical and Plumbing

- i. Interior design
- vi. Attend design meetings on a predetermined and mutually agreed upon schedule
- vii. Attend construction progress meetings on a predetermined and mutually agreed upon schedule
- viii. Produce meeting minutes with progress status on outstanding items with responsible party for each outstanding item
- ix. Manage procurement of construction firm according to state and federal procurement policies
- x. Coordinate with Appalachia Abattoir Project Manager and leadership team
- xi. Value Analysis
- xii. Conformed Construction Documents
- xiii. As-constructed record drawings

This list is an estimated list of services required. Each responding firm should feel free to expand or narrow on the scope outlined above as it feels necessary to provide Appalachian Abattoir services to fulfill the intent of this RFP. Proposers must submit additional service modifications they recommend to Appalachian Abattoir during the Question and Answer Period outlined in this RFP. All additional services for consideration by Appalachian Abattoir will be noted in an addendum to this RFP. All responding firms will be notified and given the opportunity to include such services prior to the deadline for responses to this RFP.

## **B. FACILITY DETAILS:**

The parcel size is 0.858 Acres total and is expected to include the slaughter facility, animal welfare approved handling and holding pens, and adequate parking/turn around area.

The final building will house a fully operational multi-species (beef, pork, lamb, goat) USDA Inspected slaughter facility with the capacity to slaughter approximately 100 head of cattle per week, offices, educational spaces, and related components.

### **Anticipated volume:**

The team anticipates an average volume of 100 head beef (or equivalent volume in other species – hogs, lamb, goat) per week. Facility requires the capacity to kill approximately 20 beef equivalent per day. Holding pens, kill floor, coolers, etc. need to account for this volume.

### **Anticipated employee capacity:**

Appalachia Abattoir estimates a total of 20-25 employees working in the facility. Estimated seven (7) on the kill floor, seven (7) boning and breaking, seven (7) portioning, and four (4) in administration.

## Required spaces

### **Core components include but are not limited to:**

Animal unloading docks
Animal welfare/humane holding pens
Animal welfare approved chutes <i>*note that the team intends to contract out chute and pen design to Grandin Livestock Handling Systems, Inc.</i>
Kill floor – multi-species, capacity for 100 beef equivalent per week
Offal and waste storage/disposal
Chiller
Hanging cooler
Boning & breaking
USDA inspector's office
Small testing room
Processing room <i>*the team does intend to have viewing windows into hygienic areas for educational purposes</i>
Product storage cooler(s) and freezer(s)
Break room (intended occupancy 8-10 people)
Shower and locker area (two unisex shower/changing rooms, separate locker area)
Robing and washroom areas entering hygienic spaces
Loading dock
Educational/training space (intended occupancy 20 people)
Office space for approximately 5 FTEs.
Estimated 2-3 flex-spaces for additional services <i>**see table below</i>
Reception, entry area for receiving producers and customers.

This facility is intended to be primarily a sub-primal facility, however, additional value-added services are an important component of the final business model. Exact products and volumes may depend on the market, access to product, and other outside influence.

### **Products under consideration include but are not limited to:**

- Sub-primals and fresh cuts *\*primary product line*
- Ground Beef/Pork/Lamb
- Smoking Dried/cured meats
- Jerky
- Dry aged products
- Sausage (raw and cooked)
- Bacon
- Cooked Deli Meats
- Pulled meats (e.g. pulled pork)

Based on the above product list, the team anticipates at least two of the following room types:

### **Flex Space (in order of current estimated priority)**

1. Smoking (self-contained room) – anticipated less than 5% of facility, space for approximately 500lbs
2. Value-added cooking/oven space (potentially Ready-to-Eat) area
3. Curing room (for products like ham)
4. Dry age room

Other features for consideration if funding and space allows:

- Refrigerated dock
- Bathroom by dock door
- Attractive landscaping
- Gabled front

**Other important considerations:**

This facility will be located near the existing Buzz Foods processing facility. There is a parcel of land between the two that has not been procured (as of November 2018). If it is unable to be procured prior to construction drawings, the facility will need to be constructed in such a way that a future construction project could connect the two buildings.

Appalachian Abattoir hopes to have space within the facility constructed in such a way that could facilitate future expansion and/or repurposing of rooms if needed.

Also note that Appalachian Abattoir will work in partnership with Buzz Foods existing USDA Processing facility. This may mean that some further processing may occur at the Buzz Foods facility (e.g. portioning of cuts going into Buzz Foods product lines, Dry aging, etc.) instead of at the new Abattoir facility. This will be determined by space and budget constraints in the new facility and workflows among other factors.

### **C. PROJECT SCHEDULE**

Appalachian Abattoir plans to be ready for inspection in Fall of 2019. The team anticipates groundbreaking in Spring 2019. See Appendix I – pages from the AML Pilot grant for internal workplan and timeline.

**Key target dates:**

- Start design: January 2019
- Construction complete: October 2019

### **D. FUNDING AND CONSTRUCTION DETAILS.**

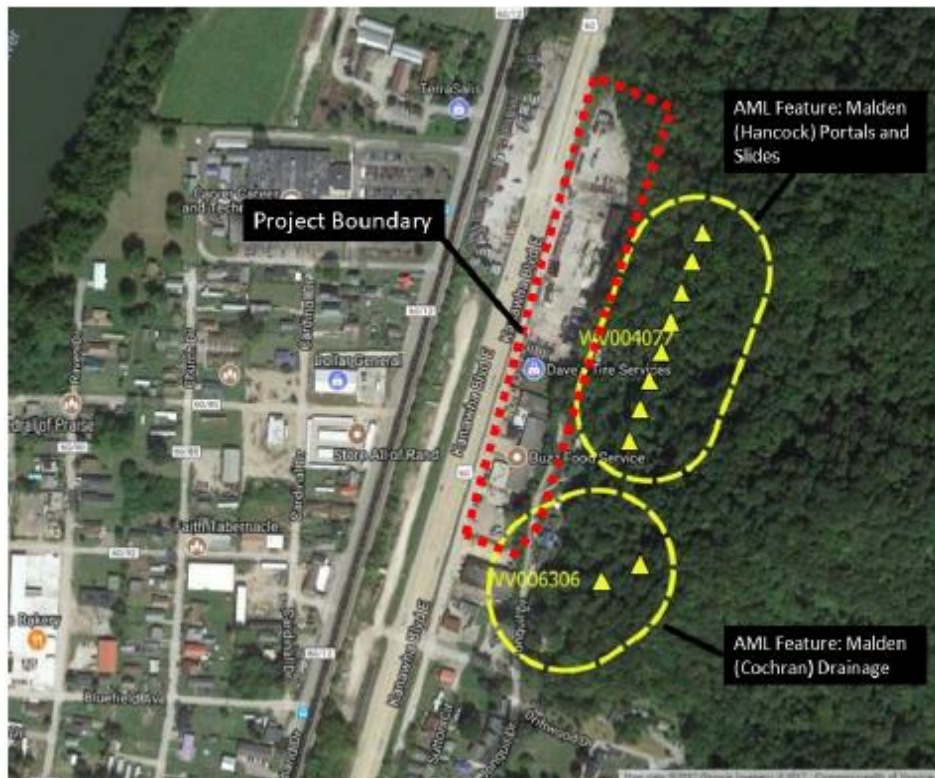
This project is funded by a West Virginia Department of Environmental Protection Abandoned Mined Lands Grant. This places certain restrictions on how services are contracted. The WV DEP requires a separate design approval prior to releasing any construction funds.

Once construction & design has been approved, the selected firm is expected to work closely with the team to bid out all construction-related services as needed. Appalachian Abattoir expects to have their core team included on the evaluation committee along with Firm representatives.

Appalachian Abattoirs workplan and guidelines from the WVDEP are included in Appendix II

### III. SITE DETAILS

PROJECT ADDRESS/LOCATION: 4800 Kanawha Boulevard East, Charleston, WV 25306  
e-AMLIS IDENTIFICATION: WV004077 | WV006306



Photograph of the anticipated site of the project and existing AML features

#### A. PREVIOUS AND CURRENT REMEDIATION & SITE WORK

A site survey has been completed by Terradon. Map was attached to the pre-qualification RFP and is included again below. Bidders please note that there is a slip on the hillside that impacts the parcel.

Next step for site preparation is are to complete an ALTA survey and complete test borings on the area with the slip. This work has not been completed but Appalachian Abattoir anticipates that it will be completed by the end of the year.



## IV. FULL DESIGN/CONSTRUCTION OVERSIGHT PROPOSAL

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Please provide a Full Proposal, no more than 20 pages, outlining the following sections. Renderings/blueprints etc. included as appendices do not count towards the page limit.

### A. Detailed project approach and management:

- i. Provide a detailed explanation of your firm's approach and the methodology you will employ in performing the required work based on the proposed schedule.
- ii. Please include a description of your process for working both with state, federal, local permitting, as well as plan for working with the EPA on remediation and mitigation of the AML features.
- iii. Please provide a description of your firm's project management tools and/or charts that demonstrate the project management approach.
- iv. Provide a description of your firm's quality control initiatives.

### B. Team and partnerships

- i. Provide a detailed description of the key project team and their role and time commitment to this project including your project manager, lead architect and any other key team members.
- ii. Clearly identify the lead manager/architect who will be present at whole team meetings.
- iii. Describe your partnership structure with any partners or subcontractors. Level of effort, communication, and history/relationship.

### C. Workplan

- i. Provide a workplan and schedule for both the design and construction phases of this project in order to meet the timeline outlined in Section II.C.
- ii. Please include key individuals responsible for each task and clearly outline their role.
- iii. Please include methodology for progress updates.

### D. Unexpected events and responsive management

- i. Provide an explanation for how your team will respond to unexpected events and keep to the project budget and timeline.
- ii. Please include how you plan to manage/anticipate weather delays and highlight any bottleneck or potential trouble and or delay spots.

### E. Facility design

- i. Please provide an initial blueprint and/or drawing of the facility layout.
- ii. Please provide rendering of the front and side of the facility.
- iii. Please feel to explain any creative approaches, and initial ideas for the facility.

### F. Construction management

- i. Please provide a description of how your firm plans to solicit and select construction firms.
  - a. \*Note this is an EPA grant and must be completed per Federal contracting guidelines. Construction will be bid out following design approval by WV DEP contacts.
- ii. Please provide an example construction RFP that you've used in the past.
- iii. Please explain any internal policies regarding subcontractor management.

#### G. Cost and fee structure

- i. Please include the cost proposal and fee structure in its own page and be sure to clearly explain the fee structure. Bidders may include this in their own format with enough detail to understand the estimated labor and resources required.
- ii. Please describe in detail your cost proposal for design services, as well as a separate cost proposal for construction oversight and management.
  - Please outline these costs by average hourly rate and level of effort.
  - If your cost proposal is based on a percent of construction, please provide a detailed estimate for the costs you anticipate.
- iii. **For construction cost estimating purposes**, please assume a facility of 12,000 sq. ft, outdoor pens and chutes, cooler space as described above in Section II.B, space for three flex rooms, training space and basic office space for 5 people with shared offices.
  - Note that we understand that at this stage a total estimated cost is illustrative, however the evaluation team will need to be able to assess cost build up and what is included in your fee structure. Please clarify what specific services you would be responsible for to accurately assess.

#### H. Additional information

- i. Suits and Claims: Describe all instances of project disputes, which in the last five years reached the level of formal mediation, arbitration, or litigation. For each dispute, describe the parties involved, the nature of the dispute, and the amount in dispute. Please provide this information for all such disputes arising out of the firm's projects, regardless of whether the firm was a party or a witness in the dispute. This information will be kept strictly confidential and used only for purposes of this selection.
- ii. Please provide a description of your safety qualifications, safety policy and supporting documentation to demonstrate safety record.
- iii. Please include copies of your Insurance Certificates and proof of ability to do business in West Virginia.
- iv. Bidders are required to disclose anything at this stage that would preclude them from doing the work.

## V. RESPONDENT INFORMATION AND KEY DEADLINES

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The following is the anticipated Solicitation Schedule. Appalachian Abattoir may, in its sole discretion, change this schedule at any time. If Appalachian Abattoir changes dates in the schedule before the deadline for receipt of proposals, it will do so by an addendum to this RFP. It is each prospective Proposers' responsibility to check with Appalachian Abattoir for current information regarding this RFP and its implementation timeline.

Bid stage	Date	Action step
<b>Pre-qualification Complete</b>	10/10/18	Pre-qualification questions due
	10/12/18	Answers available on <a href="http://beef.buzz/content/bid-opportunities">http://beef.buzz/content/bid-opportunities</a>
	10/19/18	Pre-qualification Proposals due
<b>Full proposal</b>	11/02/18	Qualified Firms invited to submit full proposal
	11/08/18	Pre-bid meeting and optional site walk 9AM
	11/14/18	Full Proposal questions due
	11/19/18	Answers available on <a href="http://beef.buzz/content/bid-opportunities">http://beef.buzz/content/bid-opportunities</a>
	11/30/18	Full proposals due by <b>4:00pm EST</b> .
<b>Interview</b>	12/10/18 – 12/14/18	Estimated presentation dates

Pre-bid meeting and optional site walk is scheduled for **November 8, 2018 at 9:00AM** at Buzz Food Service, 4818 Kanawha Blvd East, Charleston, WV 25306 .

A final decision is expected by the end of December 2018. Construction will be bid out following the approval of the design by the WV Department of Environmental Protection (WVDEP) contacts per federal grant requirements.

### A. PROCUREMENT OFFICIAL

Annie Stroud, Project Manager  
Appalachian Abattoir/ Buzz Food Service  
304-925-4781 x 114  
[annie@beef.buzz](mailto:annie@beef.buzz)  
<http://beef.buzz/content/bid-opportunities>

### B. SUBMISSION INSTRUCTIONS.

Email final proposal as a PDF file to Annie Stroud, [annie@beef.buzz](mailto:annie@beef.buzz) AND provide (5) printed copies of your proposal addressed as follows:

Re: Design and Construction Oversight of Livestock Slaughter Facility  
Attn: Annie Stroud  
Buzz Food Service  
4818 Kanawha Blvd East  
Charleston, WV 25306

The Deadline for receipt of Proposals is **November 30<sup>th</sup>, 2018 by 4:00pm ET**.

- The Proposer remains solely responsible for ensuring that its Proposal is received before the date and time due. Late proposals will be returned unopened/unread (see below).
- Notes: All submissions **MUST** be delivered by the deadline or the submission may be considered late and disqualified.

### C. PROPOSAL EVALUATION CRITERIA

The following evaluation factors will be used to score proposals.

<b>Grasp of Project Requirements - 11%</b>
Analysis, preparation level, interest
Submittal of required documentation
<b>Project management proposal – 19%</b>
Project management plan
Project schedule and workplan
<b>Project team – 11%</b>
Experience and clarity of roles
Defined roles for partners (if applicable)
<b>Firm Responsiveness plan – 11%</b>
Ability to communicate
Cost controls and plan for working with a set budget
<b>Design approach/methodology – 19%</b>
Technical alternatives, creativity, problem-solving ability
Design documents
<b>Construction Management – 19%</b>
Track record and policies regarding construction management
<b>Cost proposal – 19%</b>
Clarity of fee structure
Reasonableness of costs.

## VI. RFP RULES AND GUIDELINES

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### A. COMMUNICATIONS

Throughout the procurement process, Proposers may only have contact with Appalachian Abattoirs Procurement Official identified above in Section V.A regarding this solicitation.

Discussions or communications with any person(s) other than the Appalachian Abattoir's procurement Official identified, regardless of the format, could result in the disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition, and thereby, compromise the integrity of the Appalachian Abattoir procurement process.

### B. EXPLANATIONS AND CLARIFICATIONS

Any explanation or clarification desired by a Proposer regarding the meaning or interpretation of any part of this solicitation must be submitted in writing to the Procurement Official, Annie Stroud, [annie@beef.buzz](mailto:annie@beef.buzz) by November 14, 2018. This communication should be from a representative of the Proposer with a clear cross-reference to the relevant RFP Section. Questions and clarification are due by email.

Written requests can be submitted at any time; however, must be submitted on or before the dates above. Requests for clarification received after the stated deadlines may not be considered. Written Explanations or clarifications provided to a Proposer concerning an interpretation of the solicitation will be furnished to all Proposers in an addendum to the solicitation.

Oral explanations or clarifications given before the award of any contract, at any pre-proposal conferences or otherwise, do not serve to modify the solicitation and will not be binding on Appalachian Abattoir.

### C. MODIFICATION/ACKNOWLEDGEMENT OF SOLICITATION ADDENDA

Appalachian Abattoir reserves the right to modify the solicitation. If it is amended, then all terms and conditions which are not modified remain unchanged.

When the solicitation is modified, the Procurement Official shall post a solicitation "addendum" on the Appalachian Abattoir/Buzz Foods website <http://beef.buzz/content/bid-opportunities>.

The Procurement Official must receive acknowledgement of addenda by the time and place specified for receipt of proposals. Failure of a Proposer to acknowledge receipt of addenda may result in rejection of the proposal as non-responsive.

### D. PREPARATION OF PROPOSALS-GENERAL

**Examine the Entire Solicitation.** Prior to submission of Proposals, Proposers are expected to thoroughly examine all provisions of and Attachments/ Appendices to the solicitation, whether incorporated by reference or otherwise. Failure to do so will be at the Proposer's risk and will not be a basis for the Proposer to request relief of any kind prior to or after contract award.

**Exceptions to Solicitation.** If the Proposer cannot accept the terms, conditions or requirements, the Proposer shall raise their exceptions in writing (by email) to the Procurement Official on or before the date/time indicated in Section V. Appalachian Abattoir may address them in the form of an addendum to the RFP. It is Appalachian Abattoir's sole discretion as to whether or not it will accept or deny any exceptions raised by Proposers.

**Furnish Information.** Proposers shall furnish all information required by the Solicitation. Unnecessarily elaborate Proposals or lengthy presentations are not desired or required; however, Proposals should be clear, concise, and include sufficient detail for effective evaluation. The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that Appalachian Abattoir is under no obligation to solicit such information if it is not included in its Proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of its Proposal.

**General Proposal Format.**

Please provide clear and succinct response to this proposal. The team discourages unnecessarily elaborate proposals.

Full Proposal shall be **no more than twenty (20) pages**. Cover, blueprints, renderings, and other graphics included as appendices do not count towards the page limit. Please attach your pre-qualification letter as an addenda to your full proposal.

Please include the following on the cover of full proposal:

- Project Identification
- Request for Proposal name
- Name of Proposing Firm
- Date of Submission/Date RFP Response Due Date
- Table of Contents

**Proposal documents shall be prepared in single-spaced type**, on 8-1/2" x 11" pages. Pages shall be numbered to show the page number and total number of pages in the Proposal (e.g., Page 1 of 15, Page 2 of 15, etc.).

Cost proposal must be clearly marked on its own page. To provide uniformity and to facilitate comparison of Proposals, all information submitted should clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP.

**Required Signatures.** All Proposals must be signed by an individual authorized to extend a formal Proposal. Proposals that are not signed may be rejected. By signing the Proposal, the Proposer certifies compliance with the signature authority required.

**Alternate Proposals.** Proposers may submit more than one Proposal. All Proposals must comply with the requirements of the RFP except that additional Proposals may incorporate, by reference, repetitive information which is provided in the original Proposal.

**Trade Secrets or Other Confidential Information.** Proposers may clearly mark each page of the Proposal that contains trade secrets or other confidential commercial or financial information, which the Proposer believes should not be disclosed outside Appalachian Abattoir. Appalachian Abattoir will hold proprietary information private however, disclosure of requested information can only be protected to the extent permitted under West Virginia law.

**Use of Subcontractors.** If the Proposer intends to use subcontractors to perform any portion of the work/provide any of the parts/equipment described in this RFP, the Prequalification document must clearly state so. The Proposer's response must include a description of which portion(s) of the work will be subcontracted out and the names and addresses of potential subcontractors under the Contract.

**Proposal Preparation Costs.** Appalachian Abattoir shall not be liable for any costs incurred by a Proposer in responding to this RFP, regardless of whether Appalachian Abattoir awards the Contract through this process, cancels this RFP for any reason, or contracts through another RFP or another process.

**Errors and Omissions.** The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Proposer suspect any error, omission, or discrepancy in the scope of work or other portions of the RFP, the Proposer shall immediately notify Appalachian Abattoir, in writing, and Appalachian Abattoir shall issue written instructions to be followed. The Proposer is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**Firm Offer Period.** Offers must be kept firm for acceptance by Appalachian Abattoir for at least one hundred twenty (120) days after the date that Proposals are due. Proposals with acceptance periods of less than one hundred twenty (120) days may be considered non-responsive. The Proposer may specify a longer period than indicated here. If the Proposer indicates no time period for acceptance, he Proposal will be considered firm for one hundred twenty (120) days and thereafter until written notice to the contrary is received.

## **E. CONTENT SUBMISSION**

**Submission.** Email final proposal as a PDF file to Annie Stroud, [annie@beef.buzz](mailto:annie@beef.buzz) AND deliver (5) printed copies of your proposal to the following address:

Re: Design and Construction Oversight of Livestock Slaughter Facility  
Attn: Annie Stroud  
Buzz Food Service  
4818 Kanawha Blvd East  
Charleston, WV 25306

The Deadline for receipt of Proposals is **November 30<sup>th</sup>, 2018 by 4:00pm ET.**

**Proposal Format.** The response shall be set out in the Sections outlined **Error! Reference source not found.** in Section IV. These sections represent the minimum amount of information required by Appalachian Abattoir. Proposers are encouraged to add content if needed; however, unnecessarily elaborate Proposals are discouraged.

## F. PROPOSAL MATERIALS

The Proposal material submitted in response to the RFP becomes the property of Appalachian Abattoir upon delivery to the Procurement Official and may be appended, if necessary, to any formal document which would further define or expand the contractual relationship between Appalachian Abattoir and the Contractor. All material will be considered as part of this RFP.

## G. LATE SUBMISSION AND MODIFICATIONS

Any Pre-qualification Proposal received after the exact time specified for receipt will not be considered unless:

- it is determined by Appalachian Abattoir that the late receipt was due solely to mishandling by Appalachian Abattoir after receipt at Appalachian Abattoir; or
- it is the only Proposal received.

Any modification of a Proposal should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior Proposals, and resubmitted to the Procurement Official as required pursuant to this RFP.

A late modification of an otherwise successful Proposal which makes its terms more favorable to Appalachian Abattoir may be considered at any time it is received and accepted.

## H. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice to the Procurement Official before the deadline established for receipt of Proposals. Withdrawals must be made on company letterhead and signed by an authorized representative of the Proposer. Proposals may only be withdrawn by the Proposer's authorized representative, provided the identity of the person requesting withdrawal is established and the person signs a receipt.

## I. PROPOSAL EVALUATION

Upon receipt of Proposals, the Procurement Official will initiate the evaluation and selection process, to include a general review to determine if Proposals comply with the solicitation provisions and contain the required information and submittals. If they do not, the Procurement Official may reject them.

**Selection Committee.** A Selection Committee shall be appointed to evaluate Proposals. Appointments to the Selection Committee are at the sole discretion of Appalachian Abattoir.

**Substantiation of Proposals.** Appalachian Abattoir reserves the right to require each Proposer to substantiate any aspect of its Proposal, including its own qualifications for providing the services required, and any other area of interest relative to the Proposal response.

**Discussions/Negotiations.** If discussions/negotiations occur, they may include both the technical and financial aspects of the Proposals.

**Final Negotiations of Terms/Conditions with Best Proposer.** Following the selection of the best Proposal, Appalachian Abattoir selected Proposer may enter into negotiations to arrive at mutually agreeable terms and conditions. The contents of the selected Proposal may become contractual



obligations if a Contract is mutually agreed to, accepted and signed by both parties. Failure of the Proposer to accept or negotiate in good faith these obligations in a Contract may result in rejection of the Proposal. If Appalachian Abattoir is unable to negotiate a mutually satisfactory contract with the best Proposer, negotiations shall be formally ended with that Proposer and begun with the next best Proposer. Negotiations shall be undertaken in this manner until a mutually satisfactory contract has been negotiated or the solicitation is canceled. Appalachian Abattoir will demonstrate "good faith" in reaching a mutually acceptable contractual agreement

Notwithstanding this, there are certain conditions that are unacceptable. Following is a non-exclusive list:

- Governing law other than the State of West Virginia.
- Clauses requiring Appalachian Abattoir to indemnify and hold harmless the successful respondent.
- Clauses that unduly restrict or place unacceptable claims of ownership on data which are the subject of the agreement/contract.
- Clauses relating to requiring Appalachian Abattoir to enter into reimbursement arrangements relative to attorney's fees.

## **J. AWARD OF CONTRACT**

**Basis of Award.** Appalachian Abattoir will award a contract based upon the evaluation of Proposals. Appalachian Abattoir may award a contract, based solely Proposals. Accordingly, initial Proposals should be submitted on the most favorable terms from both a technical and price standpoint.

**Determination of Responsibility.** The Contract will be awarded to the responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to Appalachian Abattoir, technical and price factors considered. A responsible Proposer is one who affirmatively demonstrates that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement. Appalachian Abattoir reserves the right to investigate the capabilities of Proposers, confirm any part of the information furnished by a Proposer, and require other evidence to determine that the Proposer is responsible.

**Rejection of Proposals & Waiver of Minor Informalities/Irregularities.** Appalachian Abattoir reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.

**Notice of Award.** Any award of a Contract resulting from this RFP will be made only by written authorization from Appalachian Abattoir.

**Proposer's Responsibility for Services Proposed.** It is understood and the Proposer hereby agrees it shall be solely responsible for all services it proposes, notwithstanding the detail present in the RFP.

**K. CANCELLATION OF SOLICITATION**

Appalachian Abattoir may cancel this solicitation before or after receipt of Proposals.

**L. COMPLAINTS OR PROTESTS**

Complaints or protests associated with this solicitation must be submitted to [annie@beef.buzz](mailto:annie@beef.buzz).

## Appendix I: Pages from AML Pilot Grant

### 3. MAPPING OF PROJECT AREA

The project location is shown on Figure 2, with a supporting map of flood hazard zones provided in Figure 2. The project location does not fall within or near a flood zone. Figure 4 provides a conceptual design of the facilities, parking and access, and AML features that will be reclaimed.

FIGURE 2. MAP OF PROJECT LOCATION

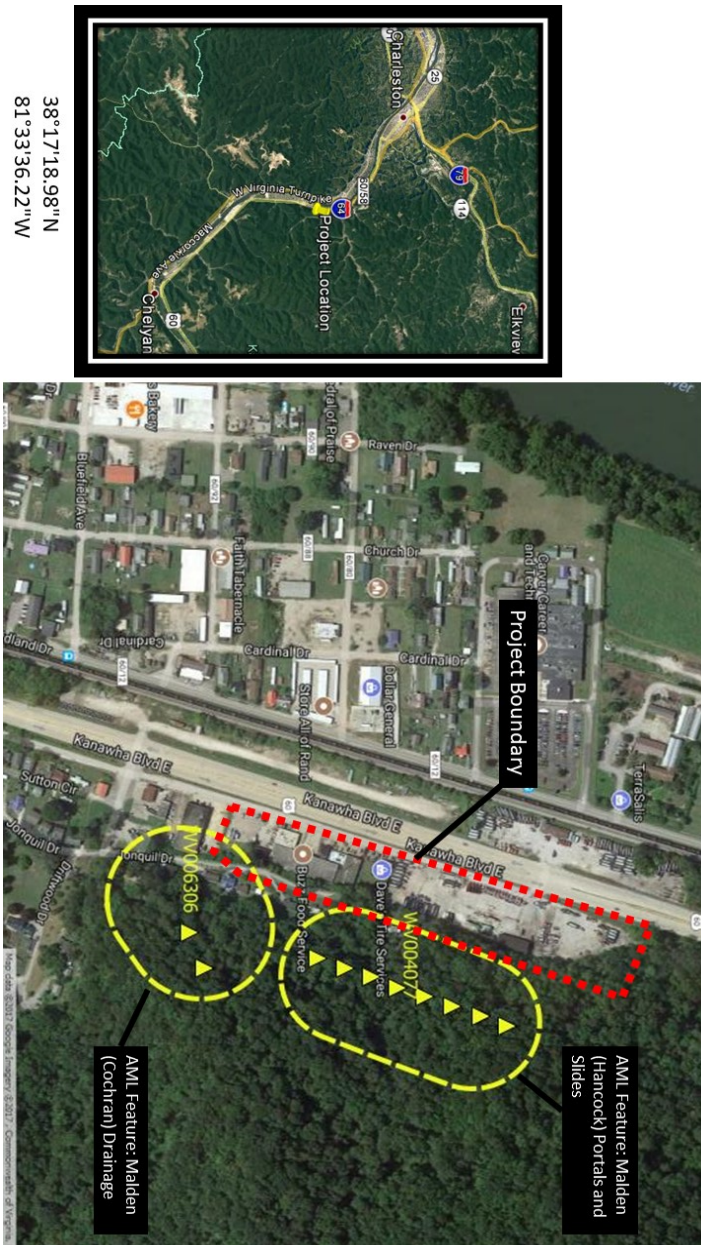
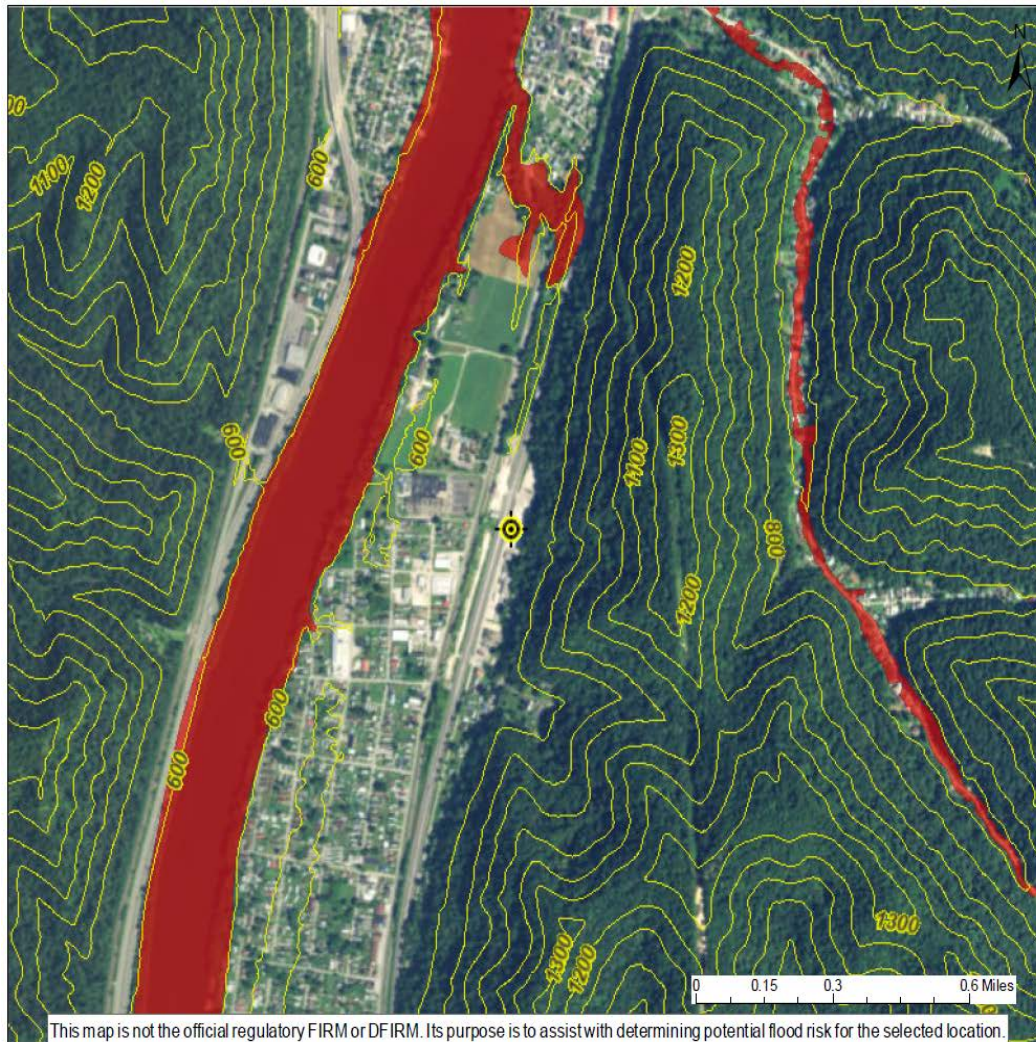


FIGURE 3. FLOOD MAP WITH PROJECT LOCATION



User Notes:		Map created on August 29, 2017	
<div> <div></div> Flood Hazard Zone </div> <div> <div></div> Flood Point of Interest </div>	<b>Disclaimer:</b> The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. To obtain more detailed information in areas where Base Flood Elevations have been determined, users are encouraged to consult the latest Flood Profile data contained in the official flood insurance study. These studies are available online at <a href="http://www.msc.fema.gov">www.msc.fema.gov</a> . <i>WV Flood Tool (<a href="http://www.MapWV.gov/flood">http://www.MapWV.gov/flood</a>) is supported by FEMA, WV NFIP Office, and WV GIS Technical Center.</i>	<b>Flood Hazard Area:</b> Flood Hazard Area: Location is NOT WITHIN any identified flood hazard area. Unmapped flood hazard	
		<b>FEMA Issued Flood Map:</b> 54039C0441E <b>Watershed (HUC8):</b> Upper Kanawha (5050006) <b>Elevation:</b> About 613 ft <b>Location (long, lat):</b> (81.560098 W, 38.288702 N) <b>Location (UTM 17N):</b> (451018, 4237995) <b>Contacts:</b> Kanawha <b>CRS Information:</b> N/A <b>Parcel Number:</b> 20-23-019A-9999-0002Tax Inf	

Source: WV Flood Tool <http://www.mapwv.gov/flood>



FIGURE 4. CONCEPTUAL DESIGN OF PROJECT DEVELOPMENT



## 7. DESCRIPTION OF THE AML RECLAMATION TO TAKE PLACE AND THE ESTIMATED COST OF THAT RECLAMATION

Two AML features exist within the project area, Malden “Hancock” Portals and Slide - WV004077 and Malden “Cochren” Drainage - WV006306 (see Figure 2). Based on available data from AMLIS, the project team will remediate the Malden Drainage feature and complete remaining remediation work required for the Malden Portals and Slides. The total cost for reclaiming both AML features is estimated at \$63,000.<sup>7</sup> These costs have been updated per information from the DEP. The full AMLIS data can be viewed in Figure 9, Figure 10, Figure 11, and Figure 12. The project team will work closely with the WV Department of Environmental Protection to identify the most appropriate reclamation measures to take for each AML feature. Temporary construction easements will be acquired from the appropriate landowners. We anticipate that the reclamation work would then be procured from qualified vendors from the region. We will also work with Coalfield Development’s Reclaim Appalachia enterprise, a training program that focuses on reuse of former mine lands for economic development, to allow trainees to learn from and participate in the reclamation process.

**WV004077** Problem Area

**General**

Problem Area Name  
MALDEN "HANCOCK" PORTALS AND SLIDE

Planning Unit Name / Number  
SOUTH MALDEN

Date Entered  
Monday, December 28, 1992

View Problems (3)

**Geographic**

Latitude: 38.288293472760  
38°17'18"N

Longitude: -81.558893016254  
81°33'31"W

Mining Type: Underground

Ore Types

Surface Owners: Private 100%

**Census**

Country: KANAWHA

Quadrangle: CHARLESTON EAST

Watershed: UPPER KANAWHA

FIPS: 54039

Cons Dist: 2

FIGURE 10. AML STATUS WV004077

**Problems**

Select a problem

☒ P1 Dispersive Slides - State Emergency Program

☐ P1 Dispersive Improvements - State Emergency Program

☐ P2 Portals - Pre-SMCRA Coal State/Tribe Program (P1, P2, P3)

	English Units	Metric Units	Cost	GPRA Acres
Unfunded	0.00	0.00	\$\$0.00	0.00
Funded	0.00	0.00	\$\$0.00	0.00
Completed	1.00	1.00	\$\$31,000.00	1.00
Total	1.00	1.00	\$\$31,000.00	1.00

<sup>7</sup> Office of Surface Mining, Reclamation, and Enforcement. 2017 www.amlis.osmre.gov

FIGURE 11. AML AREA DESCRIPTION WV006306

WV006306		Problem Area	
<b>General</b> <u>Problem Area Name</u> MALDEN (COCHRAN) DRAINAGE <u>Planning Unit Name / Number</u> SOUTH MALDEN <u>Date Entered</u> Thursday, March 26, 2009 <a href="#">View Problems (2)</a>		<b>Census</b> <u>County</u> : KANAWHA <u>Quadrangle</u> : <u>Watershed</u> : UPPER KANAWHA <u>FIPS</u> : 54039 <u>Cong Dist</u> : 2	
<b>Geographic</b> Latitude: 38.286666666667 38°17'12"N Longitude: -81.560000000000 81°33'36"W		<u>Mining Type</u> : Underground <u>Ore Types</u> : <u>Surface Owners</u> :	

FIGURE 12. AML STATUS WV006306

Problems				
Select a problem				
<a href="#">P2 Dangerous Slides - Pre-SMCRA Coal State/Tribe Program (P1, P2, P3)</a> <a href="#">P2 Dangerous Impoundments - Pre-SMCRA Coal State/Tribe Program (P1, P2, P3)</a>				
	English Units	Metric Units	Cost	GPRA Acres
Unfunded	1.50	0.61	\$20,000.00	2.00
Funded	0.00	0.00	\$0.00	0.00
Completed	0.00	0.00	\$0.00	0.00
Total	1.50	0.61	\$20,000.00	2.00



## 8. DESCRIPTION OF THE ECONOMIC AND COMMUNITY DEVELOPMENT END USE IN MIND FOR THE PROJECT

The proposed slaughter, processing, and value-added facility will be directly focused on economic and community development by providing 1) significant direct and indirect employment and job training, 2) creative redevelopment of abandoned mine land and other productive land use opportunities, 3) a means to diversify the state economy through investments in agriculture, and 4) closing a missing link in the local food economy.

### Job Creation and Training

The proposal is projected to create a total of 30-37 direct jobs (see Figure 1). These include 25-30 direct jobs in meat processing, 2-3 new jobs in administration, compliance and sales, and 3-4 jobs at retail and sales outlets. These estimates are consistent with research on job creation in the meat industry. Based on a study conducted by Downstream Strategies during 2017, market data suggests that for every 1,000 head increase in cattle production within state limits, the following economic benefits would arise:

- 3.8 jobs in slaughter and processing would be created
- \$350,186 in revenue for processing plants
- \$85,021 in direct wages paid to employees

Additionally, we estimate 15-20 temporary jobs will be created during design and construction of the facility. While other downstream jobs and business opportunities are more difficult to calculate, all participants in this PPP share the belief that the greatest benefit of this investment will come in the form of indirect job creation, which we estimate could be upwards of 100 new jobs within five years. The primary and secondary job types that this investment hopes to encourage includes:

- Skilled labor in livestock slaughter and processing
- Retail selling opportunities in farmer's markets and in a newly created retail storefront
- Increased opportunities for food entrepreneurs, restaurateurs, distributors, etc.
- Increased opportunities for livestock producers
- Potential new opportunities in feedlot and livestock transport operations
- Potential new opportunities in crop production and milling for feedstock
- Farm labor, contract labor, hauling work, etc.
- Additional large animal veterinary opportunities
- Administrative roles
- Food Safety training and analysis
- Professional services jobs related to marketing, branding and advertising
- Design, engineering, and construction jobs

Worker training, farmer training and an SBDC business coach will support local workers and businesses so they can take advantage of the opportunities listed above. Our job training program will include outreach to people in communities impacted by the coal industry's downturn, U.S. military veterans and underprivileged youth and young adults.

By creating up to 35 direct jobs, and capturing more consumer food dollars locally, the proposed project will also create growth in the local economy generally, as well as the sectors listed. A 2017 Downstream Strategies study found an average multiplier of 1.45 for wages generated in small slaughter and processing operations, summarizing results from two studies. This means that for every \$1 of wages paid out to slaughter and processing workers, \$0.45 in wages is expected to be generated in other sectors of the economy.

### Reclamation of AML Site and Additional Land Use Opportunities

By increasing selling outlets for livestock producers, and in turn the size of the state's livestock herds, this project simultaneously will create opportunities for additional pastureland and animal feed production. Both of these land-intensive activities could help utilize abandoned land throughout the state, including repurposing reclaimed surface mine lands in Southern WV, particularly in regions not well served by state road infrastructure and therefore lesser candidates for other types of industrial redevelopment.

### Diversify the Economy with Food and Agriculture

A widely reported statistic states that West Virginians consume \$7 billion of food annually while producing less than \$1 billion of that food supply. As an example, West Virginia schools spend approximately \$100M annually on food supplies and despite

recent gains, local farmers are still capturing only a small fraction of that total.<sup>8</sup> These disparities present huge opportunities for economic growth, and no change to the supply chain could impact this equation more significantly than providing resources for local meat processing. In 2016, West

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*In 2016, West Virginia was home to more than 390,000 head of cattle, but less than 8,500 head (barely 2.2%) were processed in the state that year, another disparity that presents great economic opportunity.*

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Virginia was home to more than 390,000 head of cattle, but less than 8,500 head (barely 2.2%) were processed in the state that year, another disparity that presents great economic opportunity. By retaining more livestock in the state for processing, the percentage of food spending by WV citizens kept within state borders could grow substantially. **Additionally, the 390,000 head of cattle in 2016 carried a market value of nearly \$500M. Just a 5% increase in cattle herd size would create \$25M of new value for the state's economy.**<sup>9</sup>

### Connect a Missing Link in the Local Food Supply Chain

Also well-established is a local and national interest in locally-raised meats that our state's residents and visitors have not been able to capitalize on, for lack of much-needed meat processing infrastructure. This project seeks not only to provide meat sellers and consumers with access to locally-raised meat products, but also to provide source verified tracking of all processed goods so that restaurants, retailers and consumers can know the source of their products and even learn about the family or farm who produced it. Supported through the WVDA, a new marketing and branding program will emphasize the WV Grown label and the

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<sup>8</sup> [www.agriculture.wv.gov](http://www.agriculture.wv.gov)

<sup>9</sup> Downstream Strategies. 2017. Overview of the West Virginia Livestock Industry.

story of the farmers behind the food. This degree of visibility and connectivity strengthens hospitality and tourism narratives and encourages appreciation for local producers in a way that positively impacts purchase decisions for all consumers. Livestock producers in the state take great pride in the quality of the product that is raised in West Virginia, and this plan will allow consumers within and outside of the state's borders the chance to do the same.

## 9. DESCRIPTION OF THE OTHER WORK TO BE DONE IN CONJUNCTION WITH THE AML RECLAMATION AND THE ESTIMATED COST OF THAT WORK

Little to no additional work is expected. Brush and debris may need to be removed to access AML features, along with seeding the disturbed area once complete. Depending on reclamation designs, temporary access entries may need to be secured for equipment. If any work is needed, the cost is expected to be less than \$5,000.

## 10. DESCRIPTION OF HOW THE PROJECT WILL ACCELERATE THE REMEDIATION OF AML SITES

The AMLIS entries for this site date back to 1982 and 2009, respectively, and appear to have been in a state of "unabated" since that time. Priority 1, 2, and 3 AML features will be reclaimed in this project. These features include dangerous slides, impoundments and portals within a few hundred feet of private homes, businesses, and major roadways. Estimated costs of reclamations were posted to AMLIS, but no updates were ever made indicating that any partial work had been completed. We can therefore assume that reclamation would continue to be delayed without the influence of the \$90 million pilot funding.

## 14. ANTICIPATED PROJECT TIMELINE DATES

Anticipated project timeline dates for project phases and major activities are shown in Figure 13. The project team stands ready to begin the project on January 2nd, 2018, but can adjust the project timeline as needed to account for WVDEP needs.

FIGURE 13. PROJECT TIMELINE

Project phase	Major Activity	2018				2019				2020			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Planning and Administration	Initial stakeholder outreach												
	Land acquisition												
	Engineering and design												
Construction and Reclamation	Construction bidding												
	Site preparation												
	AML remediation												
	Facility construction												
Operations	Staffing												
	Facility operation												
	Training												
	Monitoring and evaluation												

## Appendix II: Workplan

**2017 AML Economic and Community Development Pilot Program  
Appalachian Abattoir, LLC  
Livestock, Processing and Value-Added Facility AML Project  
Work Plan**

**General Description of Project**

The Livestock, Processing and Value-Added Facility AML Project will construct and operate a livestock slaughter and processing facility with capabilities to produce value-added meat products.

**Project Location**

The project is located in the community of Rand, WV, along US Route 60, approximately one mile east of Georges Creek.

**Need for the Project**

The AML site to be reclaimed includes open portals. The project will remediate a legacy abandoned mine land site while meeting a well-established community need and supporting a broad base of local stakeholders.

**Scope of Work**

To construct and operate a livestock slaughter and processing facility with capabilities to produce value-added meat products. Costs include land acquisition and related costs, site development, facility construction, meat processing equipment, operational costs, and AML reclamation and remediation costs.

**ADMINISTRATIVE**

The sub recipient shall submit a Board or Authority approved "Agreement between sub recipient and Engineer for Professional Services" (Agreement). The West Virginia Department of Environmental Resources (WVDEP) recommends sub recipient utilization of the "Standard Form of Agreement Between Owner and Engineer For Professional Services" prepared by the Engineers Joint Contract Documents Committee of the American Consulting Engineers Council, National Society of Professional Engineers and American Society of Civil Engineers. This document will be referenced in the Agreement between sub recipient and Engineer. The work shall include the Bidding Phase, Construction Phase and Inspection Phase of the project. If a sub recipient elects to secure a contract with an engineer to perform the administrative work, the sub recipient shall be required to follow the procurement procedures in the appropriate OMB Uniform Administrative Requirements. However if the sub recipient currently has a qualified engineer employed or retained on a long term consulting contract the procurement procedures will be deemed infeasible and therefore waived by WVDEP.

WVDEP shall issue a sub grant to the sub recipient for these Administrative Services after receipt and acceptance by WVDEP of all items listed above. Payment method will be reimbursement of actual cost incurred by the Engineer of services as specified in the approved budget breakdown. Payment process will be in accordance to the Financial Work Plan of the sub grant.

Changes and/or corrections to the approved budget breakdown (Description, Quantity, Unit costs) under the Engineer Agreement, key personnel and performance period are to be submitted to WVDEP in accordance to the Financial Work Plan of the sub grant prior to performance of those activities and payment.

The sub recipient shall submit to WVDEP a final notice from the Engineer stating that the administrative work is acceptable to the best of the Engineer's knowledge, information and belief based on the extent of the services provided by the Engineer under this agreement.

**The Design Phase** : The DEP can and may require any or all of the following:

- Provide a cost estimate for surveying necessary to design the construction.
- Provide the expected cost estimate for the subsurface investigative needs to perform the required design objective. The above costs must be justified by identifying in your response the need for the various aspects of subsurface investigation in your design requirements.
- Provide a cost estimate for the preparation of working drawings, construction specifications and an itemized construction cost estimate based on the preferred alternative.
- Include the preparation of additional plan sheets under this item. These drawings are to include the design plan view with tax map overlay delineating property lines in the project area. In addition, a sheet listing all property easements and contact information must be included with an area to list the status.
- Provide a cost estimate for any miscellaneous services required. If any testing costs are needed for the preparation of plans or specifications, identify the amount based on unit costs and why these tests are needed.
- The cost estimate should be returned to this office for evaluation after receipt from the engineer. The time frame for preparation of the preliminary construction documents for this site shall be 30 days from the date of the "Notice to Proceed" issued from WVDEP
- Prepare and furnish Bidding Documents for review and approval by WVDEP.
- Submit five (5) final copies of the Bidding documents and a revised opinion of probable construction cost to WVDEP

**The Bidding Phase** shall at a minimum consist of the following responsibilities and requirements:

- The sub recipient shall be the contracting authority and shall follow all state and federal laws regarding such contracting.

- Advertisement for and obtaining bids for the Project Scope and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend and facilitate the mandatory pre – bid conferences, and receive and process Contractors deposits or charges for the Bidding Documents.
- The mandatory pre – Bid conference time and place will be coordinated with the Office of Abandoned Mine Lands and Reclamation Project Manager.
- Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents
- Determine the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the “Project” as to which such acceptability is required by the Bidding Documents.
- Attend the Bid opening, prepare Bid Tabulations sheets, evaluate the Bids, to assemble and award contracts for the “Project”.

**The Construction Phase** shall, at a minimum, consist of the following responsibilities and requirements:

- General administration of Construction Contract
- Provide the services of Resident Project Representative (RPR)
- Conduct Pre – Construction Conference. Whereas, the conference time and place will be coordinated with the Office of abandoned Mine Lands and Reclamation Project Manager.
- Conduct visits and observations of construction activities
- Review of Applications for Payment and accompanying supporting documentation to ensure accuracy and completeness
- Prepare monthly Performance Reports in accordance with the Financial Work Plan
- Final acceptance of work conducted by Contractor.

**The Inspection Phase** shall, at a minimum, consist of the following responsibilities and requirements:

- RPR shall provide services at the site to assist the sub recipient and to provide more extensive observation of Contractor’s work as outlined under the Agreement.
- The RPR shall be the authorized representative of the Engineer, if any, to assist Engineer at the site during Construction Phase.

### **Additional Requirements**

- Prepare a detailed list of all key personnel providing services for the appropriate administrative work.
- Prepare a detailed budget supporting of administrative work under the Agreement costs pursuant to all tasks. Those tasks shall include a Description, Quantity, Unit Costs and Total Costs. The budget breakdown of administrative work under the Agreement shall be submitted to WVDEP for review and approval prior to acceptance of those tasks.
- Selected “Engineer” of the Agreement shall be required to submit the United States Department of the Interior Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug – Free Workplace Requirements and Lobbying



- Selected “Engineer” of the Agreement shall be required to request an Abandoned Mine Lands (AML) eligibility evaluation, Applicant Violator System (AVS), from the Office of Surface Mining (OSM) to determine if Engineer is eligible to receive contract.

## **CONSTRUCTION**

A preliminary opinion of probable construction cost of the Livestock, Processing and Value-Added Facility was completed. The preliminary opinion of probable construction, equipment, and post-construction operational cost is [REDACTED]. The West Virginia Department of Environmental Protection shall only pay for actual costs, and subsequent amendments thereto, that have been reviewed and approved by the WV DEP.

The WV DEP approved plans and specifications will be incorporated by reference into this Work Plan.

### **Construction Activity**

The following required items must be received prior to amending the Sub Grant for construction activities as outlined in this Work Plan:

- Approved Plans and Specifications
- Realty Compliance Letter
- Board of Health permit
- Certified Bid tabulations
- AVS clearance of selected contractor(s)

### **Liability insurance and liability**

- The Grantee or its contractors shall maintain Contractor’s Public Liability Insurance and Comprehensive Vehicle Liability Insurance liability insurance coverage throughout the life of the project in an amount not less than one million dollars (\$1,000,000) for bodily injury and property damage for each occurrence and not less than one million dollars (\$1,000,000) aggregate.
- The insurance provider must be a company (or companies) licensed to do business in West Virginia at the time the policy is issued.
- A statement is to be affixed to the certificate of insurance affirming that the insurer will promptly notify WVDEP of any substantive change in policy including cancellations, termination, or failure to renew.
- In the event the Grantee’s liability insurer becomes insolvent, the company is placed in the hands of a receiver, or has its right to do business in West Virginia revoked, the Grantee shall fully replace the insurance offered by that insurer within 30 days following the insurer’s insolvency, placement into receivership, or revocation of license.
- The Grantee 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 job, and all other persons who may be affected by project activities and (b) property adjacent

to the project area, 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.

- The Grantee shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority that bear on the safety of persons or property or their protection from damage, injury, or loss. In particular, the Grantee shall obey all Occupational Safety and Health Administration (OSHA) requirements and operate in accordance with standard specifications for public convenience and safety.
- WVDEP shall not be responsible for the Grantee's operations. The Grantee shall be liable to WVDEP for any infractions, committed by the Grantee in violation of the requirements and provisions of this Work Plan which cause WVDEP to receive a citation and/or fine from any local, State or Federal agency. Costs that WVDEP has to bear as a result of having to defend against such citations and/or fines shall be borne by the Grantee to the satisfaction of WVDEP. Nothing herein, however, shall prevent the Grantee from challenging in any appropriate forum the validity of any such citation or fine that may be issued.
- The Grantee shall be responsible to WVDEP for the acts and omissions of its employees, agents, contractors, and their agents or employees, and any other persons performing work under this Work Plan.
- The Grantee shall either: (1) require each of its contractors to procure and to maintain, during the life of this Work Plan Public Liability and Property Damage Insurance of the type and in the same amounts as specified in this Work Plan or (2) insure the activities of its contractors in its own insurance policy.

### **Performance and labor and materials bond**

Prior to performing any work under this Work Plan, the Grantee shall deliver to WVDEP proof of a satisfactory bond in the amount equivalent to the contractor's bid for the project. Such bond shall be in the form of a surety, letter of credit, cash, CD or other form of acceptable Bond Instrument as specified in West Virginia Code of State Rules § 38-2-11.3. The bond shall include a Performance Bond, and a Labor and Materials Payment Bond and shall ensure faithful fulfillment of all reclamation work specified herein. The bond shall save and hold harmless WVDEP from all liens and claims arising out of the work. The Grantee or its Contractor shall pay for the bond.

Attorneys-in-Fact who execute a surety bond satisfying the requirements of this Section must provide with each surety bond a certified and properly executed Power of Attorney.

In the event that the surety on any letter of credit or bond given by the Grantee or Contractor becomes insolvent, is placed in the hands of a receiver, or has its right to do business in West Virginia revoked, the Grantee shall fully replace the bond issued by that surety within 30 days following the surety's insolvency, placement into receivership, or the revocation of his license to do business in West Virginia or any other state. The failure of the Grantee or Contractor to replace a bond it holds with an incapacitated surety company within this 30-day period shall constitute a breach of this Work Plan.

The bond shall be effective for the time it takes to successfully complete this Work Plan plus one year following that time period. For the Grantee's bond to be released, WVDEP must give the Grantee a written, final release of its bonding obligations which WVDEP will promptly provide upon the Grantee's fulfillment of the one-year warranty.

### **Workers compensation insurance**

All employees of the Grantee and the Grantee's contractor engaged in the performance of this Work Plan shall be covered by West Virginia's Workers Compensation Insurance.

Appropriate certificates shall be provided to WVDEP by the Grantee and its contractors showing those entities' compliance with the Workers Compensation laws of West Virginia.

### **Proof of carriage of insurance**

Before work commences on the project, the Grantee shall provide WVDEP with certificates issued by the insurance company or companies issuing insurance policies that are required by this Work Plan. The certificates shall show the type, amounts, class of operations covered, effective dates, and dates of expiration of such policies. Such certificates shall provide that written notice shall be given to WVDEP prior to expiration, cancellation, or modification of any such policy, and such certificates shall contain substantially the following representation: "The insurance covered by this certificate will not be cancelled, or materially modified or altered, except after thirty (30) days written notice of such cancellation or modification has been verified as received by the West Virginia Department of Environmental Protection (or its successor in interest.)".

### **Contracting**

The Grantee shall be the contracting authority and shall follow all state and federal laws regarding such contracting. The Grantee agrees to be responsible for design of the project and in contract bidding and awarding of the project. It is understood and agreed that contract bidding shall not be commenced until WVDEP notifies the Grantee to initiate such bidding.

### **Necessary permits and approvals**

The Grantee agrees to pay for and obtain the Certificate of Convenience and Necessity for the project through the Public Service Commission of West Virginia, and all other necessary permits, licenses, and other such approvals required by law that it may need to perform this Work Plan except those permits, licenses, and other such approvals which the project specifications require the Grantee's contractor to obtain. The Grantee further agrees that all permits, authorizations and other necessary approvals will be obtained to satisfy federal laws and regulations and that it shall furnish copies of the same to WVDEP.

The Grantee is also responsible for providing all notice that may need to be made to any appropriate State or Federal Agency.

The Grantee shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, the maintaining of passageways, guard fences or other protective devices. All applicable Federal and State laws and regulations, municipal ordinances, and the rules and regulations of all public authorities having jurisdiction over the project shall apply to the Work Plan throughout and are incorporated herein by reference.

### **Rights of entry**

In order to access the project area, the Grantee may need to obtain one or more rights of entry, temporary easements, or permanent easements from appropriate landowners. The Grantee is responsible for obtaining, paying for, and, if necessary, recording such agreements in accordance with procedures established by federal, state and local laws.

### **Funding and payment**

WVDEP agrees to pay the Grantee eligible administrative, construction, equipment and operational costs, on the condition that all other parts of this Work Plan are complied [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Grantee agrees to acquire and pay for all temporary construction easements, rights of way, and permanent easements associated with project, if any, in accordance with procedures established by federal, state and local laws. The Grantee or Contractor will provide a copy of the terms of all rights of entry and easements, or a statement from the Grantee's engineer that no such easements or rights-of-way are necessary, to WVDEP prior to Contractor's commencement of project work.

Costs that WVDEP assumes as a result of having to defend against citations and/or fines issued against the Grantee or Contractor shall be borne by the responsible party to the satisfaction of WVDEP. Nothing herein, however, shall prevent either the Grantee or Contractor from challenging in any appropriate forum the validity of any such citation or fine that may be issued against it.

Contractor shall submit invoices to the Grantee. Once the Grantee is satisfied that the invoice is correct, the Grantee will submit a "Request for Funds" to the WVDEP based upon the portion of the work actually completed on the project multiplied by WVDEP's contribution. Once WVDEP has reviewed and approved the "Request for Funds" and has the proper supporting documentation, WVDEP will pay the Grantee based off of the awarded Sub-Grant to the Grantee for the AML eligible area. The Grantee will then pay the Contractor. These Contractor invoices will be for eligible construction costs incurred and materials stored on site. Payment requests shall be made on forms approved by WVDEP. "Request for Funds" provided shall include performance reports as specified by WVDEP.

### **Additional responsibilities**

The Grantee shall at all times supply sufficiently skilled labor and the amount of equipment and labor necessary to adequately fulfill the requirements of this Work Plan and the plans and specifications associated with and incorporated into this Work Plan.

The Grantee shall at all times provide for the expeditious and commercially practicable execution of the Work Plan to the Work Plan's completion.

Except as noted elsewhere in the Work Plan, the Grantee shall pay all charges, fees, and taxes, and procure all general notices necessary and incidental to the due and lawful prosecution of the work.

### **Initial examination of premises**

By executing this Work Plan, the Grantee represents that it has visited the site, familiarized itself with the local conditions under which this Work Plan work is to be performed, and has correlated its observations with the various documents associated with this Work Plan. No allowance will subsequently be made by reason of neglect or error on the part of the Grantee for failing to inform itself of the requirements and conditions contained herein.

### **Construction warranty period**

The Grantee shall warrant at its sole cost and expense all aspects of the project, including materials and workmanship, for a period of twelve (12) months following completion of the Work Plan. During this one-year warranty period, the Grantee shall maintain the project to the conditions existing at the date of the acceptance of the work.

Any defect in material or workmanship shall be promptly repaired upon receipt of written notice from WVDEP, provided that the Grantee shall have the right to challenge in good faith the validity of any alleged defect in any appropriate forum. Defects appearing within the warranty period, or before, shall be remedied at the expense of the Grantee, not WVDEP.

WVDEP's final acceptance of the Grantee's performance shall not relieve the Grantee of responsibility for negligence or faulty materials.

The one year warranty period referred to above shall not be construed as being an extension of the six (6) month performance time allotted for work under the Work Plan.

### **Contracts and contractors**

Any person, firm or other party to whom the Grantee proposes to award a contract pursuant to this Work Plan must be acceptable to, and approved by, WVDEP prior to when that person, firm, or other party begins work on this project and pursuant to this Work Plan.

Nothing contained in contract documents between the Grantee and its contractor(s) shall create any contractual relationship between that contractor and WVDEP.

### **Inspection of project, supervision, and construction procedures**

WVDEP shall have the right to inspect the project area at any time WVDEP deems necessary, with or without giving prior notice to the Grantee.

The Grantee agrees to provide inspection expertise on and off the project area as necessary to maintain sufficient surveillance of the construction operations. The Grantee shall supervise and direct all project work performed under the Work Plan, using its best skill and attention. The Grantee shall be responsible for all construction means, methods, techniques, and procedures, and coordinating all portions of the project work. The Grantee shall be responsible for monitoring quantities, reviewing submitted construction invoices, as well as overseeing the initiation and processing of change orders in accordance with established WVDEP procedures.

WVDEP and the Grantee representatives shall work together to ensure that the project is constructed according to the design plans and specifications approved by WVDEP, and in accordance with the costs agreed to by the contractor awarded the project. The Grantee shall have the authority to review and approve the implementation of minor field changes in the work to the extent that such field changes do not constitute a change in the scope of work construction costs or the time for performance allowed under this Work Plan. Before implementation of changes in the project's scope of work, the Grantee must obtain from WVDEP its approval of such changes by submitting a written request to the AML&R Project Manager to initiate a formal Notice of Change.

A Notice of Change is a written order to the Grantee, properly executed as to form, issued after the execution of the Sub Grant, authorizing a change in the work or an adjustment in the Sub Grant sum or Sub Grant time.

The WVDEP, without invalidating the Sub Grant award, may order or the Grantee may request changes in the work specified in the Sub Grant, consisting of additions, deletions, or other revisions, the Sub Grant sum and the Sub Grant time being adjusted accordingly. All such changes shall be authorized by a Notice of Change, which must be submitted to the AML&R Project Manager, and shall be executed under the applicable conditions of the Sub Grant documents. Notices of Change will be paid, once approved by WVDEP.

Copies of all Contract Documents, Performance Reports, Shop Drawings, Plans and Specifications as well as other such construction related documents shall be provided in a timely fashion to WVDEP upon WVDEP's request. Performance Reports shall be electronic in Microsoft Word format. These reports should be received by the WVDEP monthly and should show detail of quantities used and work performed. Requests for construction cost reimbursement shall be on forms approved by WVDEP.

### **Written authorization to proceed**

The Grantee shall not commence AML&R eligible project activities until after it receives a written Notice to Proceed from the AML&R Project Manager.

### **Contractual notice**

Unless otherwise specifically noted in this Work Plan, any notice required or necessary to be made to WVDEP shall be submitted to the following address:

**West Virginia Department of Environmental Protection  
Business and Technology Office  
Gary Rogers, Accounting and Financial Reporting Manager  
601 57<sup>th</sup> Street  
Charleston, WV 25304**

### **Storage of materials**

All flammable, toxic, and explosive materials shall be safely stored in conformity with applicable safety requirements of State and Federal regulations and safety standards of the National Fire Protection Association.

If the Grantee is unable to complete the Work Plan performance, then all materials stored on site shall become the property of WVDEP and shall be used for the completion of the Work Plan.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

### **Damages to existing work, facilities, power lines, etc.**

All masonry damage, glass breakage, and other damage caused to existing buildings and appurtenances by the Grantee or by its Contractors in their performance of work relating to this Work Plan shall be properly replaced or repaired without cost to WVDEP.

All utilities and drainage lines on or in the vicinity of the site shall be located and marked for position by the Grantee or Contractor and shall remain adequately protected throughout the duration of the work. The Grantee or Contractor shall be responsible for the protection and maintenance of these lines at all times. If during the duration of the Work Plan or the warranty period thereafter any existing overhead or underground lines are damaged by construction equipment or subjected to damage caused by the proximity of such equipment, the Grantee or Contractor shall bear the expense of replacing or repairing the damaged lines.

### **Access to and maintenance of site**

The Grantee or Contractor shall erect such temporary fences or guards as may be necessary to keep unauthorized persons away from the project site and the project work.

The Grantee or Contractor shall be responsible for dealing with, at no extra cost to WVDEP, the contours and the character of the earth, rock, water, and other items that may be encountered during project work.

Ground water or impounded water may be encountered at various locations within the proposed work areas. All water that emanates from the project site shall meet effluent limits and shall not violate state water quality standards. If necessary, the Grantee or Contractor shall install and maintain treatment systems, at its own cost, that ensure that all water emanating from the site meets state water quality standards. All water quality standards must be met through the terms of this Work Plan, although nothing in this Work Plan shall be deemed to make the Grantee or Contractor responsible for or to treat beyond the term of this Work Plan.

The Grantee shall be responsible for the operation and maintenance of any required diversion or pumping facilities for removing ground water or impounded water from work areas during progress of the work under this Work Plan.

### **Maintenance of construction site**

The Grantee or Contractor at all times shall keep the construction site free of accumulated waste materials and rubbish caused by its operations. Periodically during the progress of the work, and also when directed to do so by WVDEP, the Grantee shall remove, or cause to be removed, accumulated waste materials, rubbish, and debris. The Grantee shall leave the site in good order upon its completion of the project.

The Grantee or Contractor shall provide and pay for adequate temporary toilet facilities for personnel during the project construction period if none are available and readily accessible. Toilets shall be of types approved by the State Department of Health and shall be situated only in approved locations. Toilets should be sanitarily maintained and must be removed upon project completion.

### **Uncovering and correction of work**

The Grantee or Contractor shall promptly correct and bear all costs of correcting work rejected by WVDEP as defective or as failing to conform to the Work Plan's plans and specifications whether observed before or during the warranty period and whether or not that work has been installed or completed. All such defective or non-conforming work shall be removed from the site.

### **Assignment of contract**

The Grantee or Contractor shall not assign or transfer this Work Plan or sublet it as a whole without having first obtained the written consent of WVDEP to do so.



### **Superintendents, coordination, temporary cessation of work**

The Grantee or Contractor shall employ and keep a competent English-speaking superintendent and assistants on the project site at all times. These personnel shall give efficient supervision to the work using their best skill and attention and shall, collectively, have knowledge and control of all construction trades necessary for the completion of this project, understanding that the parties contemplate that there will be no subsurface work that needs to be done on this project. The Grantee shall insure that each Contractor provides a competent person for each construction trade required on the project.

The Grantee and each contractor shall coordinate project work and shall cooperate with and assist each other on the job for the successful execution of the work.

WVDEP may call to the attention of the Grantee failure to comply with the terms of the Work Plan, including the project's plans and specifications that have been incorporated into the Work Plan by reference. By written order, WVDEP may suspend overall project work until full compliance with the terms of the Work Plan exists. No suspension of work occurring pursuant to this subsection shall extend the time for Work Plan performance.

### **Choice of laws**

This Work Plan shall be interpreted under the laws of the State of West Virginia. Each person executing this agreement on behalf of the respective parties represents that he has the authority to so bind his principal. If any disputes arise concerning this Work Plan, this Work Plan shall be deemed to have been entered into in Kanawha County, West Virginia. Legal disputes concerning the Work Plan shall be brought in the circuit court of Kanawha County.

### **Breach of work plan**

The Grantee has full responsibility for ensuring compliance with the terms of this Work Plan and any projects and specifications that may need to be promulgated to implement this Work Plan. Should the Grantee fail to comply with the terms of this Work Plan and any properly approved modifications to the terms of this Work Plan, WVDEP shall provide written notice of default and should remedy not occur within 30 days, WVDEP may declare breach of this Work Plan.

### **Termination of work plan by WVDEP, claim on bond, and other legal remedies absent the grantee's full performance of the work plan**

Upon the Grantee's breach of the Work Plan, WVDEP may without delay declare this Work Plan to be terminated, may cause bond forfeiture to be declared and collected. These actions shall not operate to prejudice any other right or remedy WVDEP may have against the Grantee or its Contractors. WVDEP may also, as a third party beneficiary of contracts entered into between the Grantee and its contractors, seek appropriate remedies from the Grantee, contractors, or other third parties.

This Work Plan may be terminated in whole or in part in writing by WVDEP without prejudice to any other right or remedy it may have in the event that the Grantee is declared bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of the Grantee's insolvency.

Upon receipt of notice of whole or partial Work Plan termination, the Grantee shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and shall deliver or otherwise make available to WVDEP all data, drawings, specifications, reports, estimates, summaries, and other such information and materials as may have been accumulated by the Grantee in performing this Work Plan regardless of whether the records containing such information are complete or in progress.

#### **Final completion and termination of work plan upon the grantee's successful completion of the work plan**

No later than six (6) months following the end of the initial performance period, WVDEP shall inspect the site to determine the completion of all tasks contemplated by this Work Plan. WVDEP shall provide the Grantee with written notice of any deficiency or defect in material or workmanship. Upon failure to repair said deficiency or defect within thirty (30) days of the date upon which WVDEP notifies of the deficiency or defect in materials or workmanship, WVDEP may declare breach of this Work Plan and proceed immediately with Work Plan termination and bond forfeiture.

Should the Grantee allege that it has completed work under this Work Plan prior to the end of the initial performance period; written notice shall be provided to WVDEP and WVDEP shall promptly inspect the project. If WVDEP finds uncompleted tasks contemplated by the Work Plan, WVDEP shall provide written notice of any deficiency or defect in material or workmanship. Deficiency or defect must be remedied prior to the expiration of the initial performance period or within 60 days after being notified of the deficiency or defect, whichever event occurs last.

WVDEP agrees that it shall cause any inspection required under this Section of the Work Plan to be promptly undertaken and shall within thirty (30) days of the date of the required inspection provide either certification of completion or written notice of any deficiency or defect.

Upon WVDEP's certification that all tasks of the Work Plan are completed, the Grantee shall proceed to monitor, maintain, and warrant the site for an additional one-year time period from the date of WVDEP's certification.

When the Grantee successfully and appropriately monitors, maintains, and warrants the site for 12 months following the completion of duties under this Work Plan, then WVDEP shall inspect the project at that time to determine if all of Work Plan obligations have been met, WVDEP shall release the Grantee from the Work Plan at that time.

If the Grantee fails to properly monitor, maintain, and warrant the site for the aforementioned 12-month period, WVDEP may declare breach of the Work Plan and may pursue remedies as outlined above.

If all contractual obligations established under this Work Plan are met, then WVDEP shall promptly grant a final, written release from this Work Plan and shall also terminate the Work Plan without prejudice. Upon Work Plan termination in this fashion, the Grantee shall be released from bonding obligations.

All certificates of testing, quality, compliance, and performance, as required, requested, and/or specified, shall be delivered to WVDEP upon delivery or completion of the work covered by the certificates.

The acceptance of WVDEP's notice that work under this Work Plan is complete shall constitute a waiver of all claims by the Grantee against WVDEP.

### **Indemnification and defense**

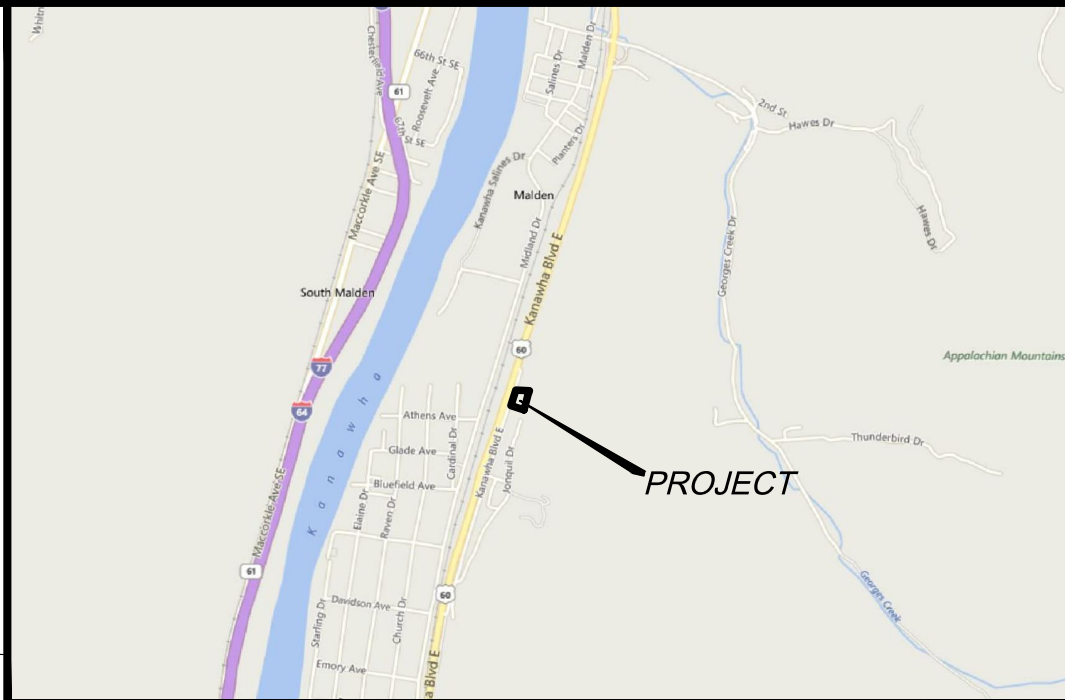
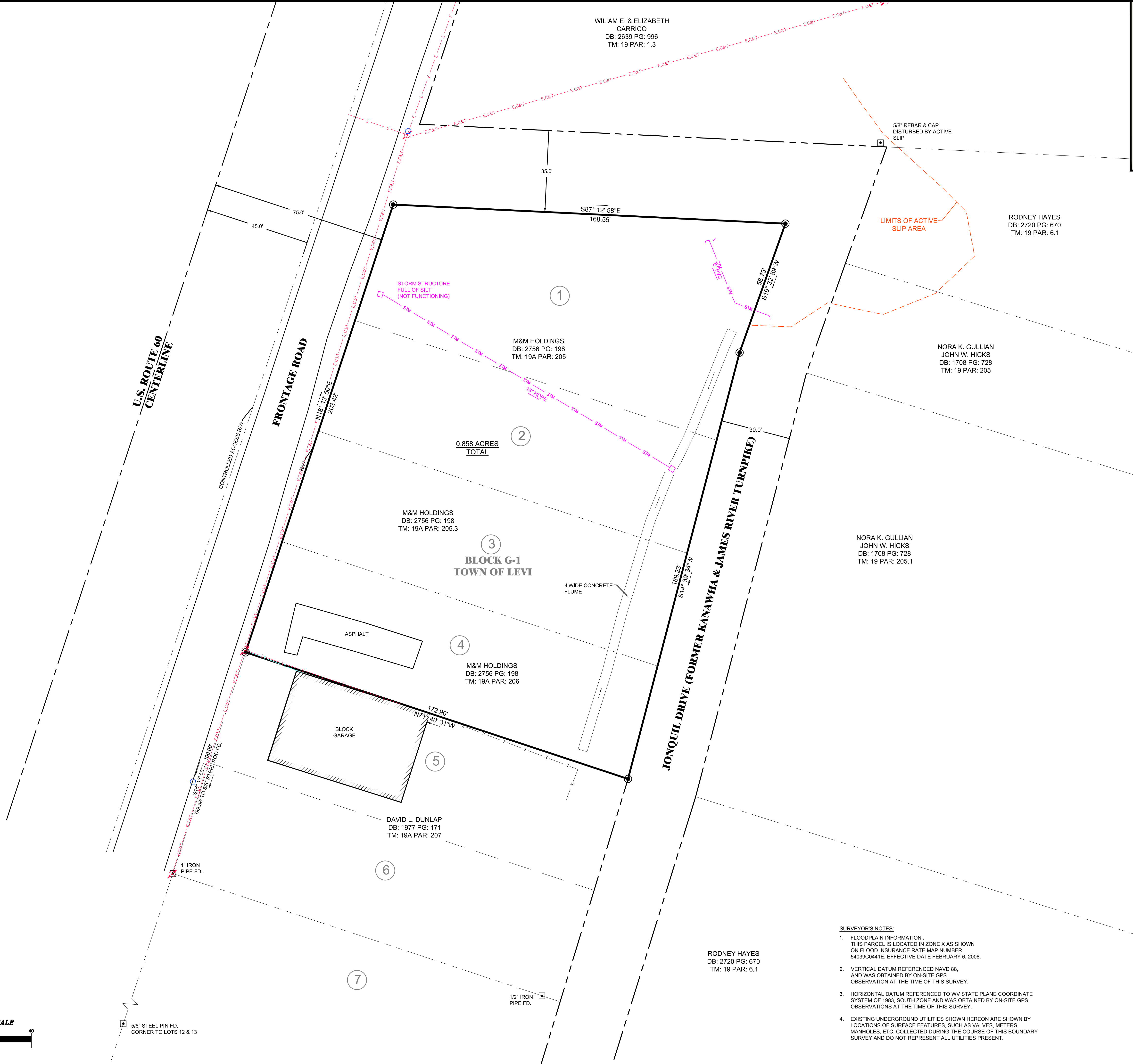
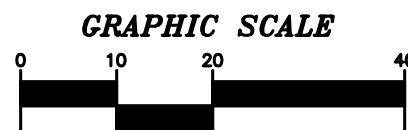
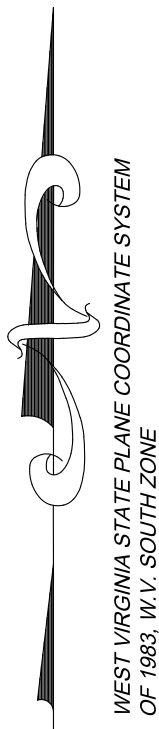
If a third party sues or makes a claim against WVDEP for injuries resulting from the project activities or omissions of the Grantee or its contractors, the party whose alleged or actual activities precipitated the lawsuit shall indemnify and hold harmless WVDEP from such claim or lawsuit and shall pay all costs and expenses, including attorney's fees, incurred by WVDEP as result of the suit. If WVDEP so requests at the time of the lawsuit, that same responsible party shall also assume the defense of any action brought by a third party against WVDEP to recover damages for such project activities or omissions.

Notwithstanding the other provisions of this Section, the Grantee and its contractors shall not be liable for damages caused to WVDEP's employees solely by those employees', or WVDEP's, negligence.

Grant Workplan

## Appendix III: Site Survey

PLOT DATE : 7/11/2018 9:04 AM P:\2018\0-GOULD--MALDEN DISTRICT\50--SURVEY\DWG\GOULD.DWG



VICINITY MAP  
N.T.S.

LEGEND

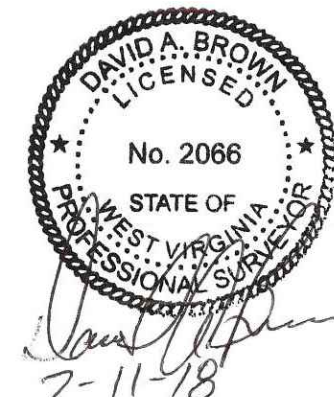
	SURVEYED PROPERTY LINE
	TRACT LINE
	OTHER PROPERTY LINES
	SURVEYED TIE LINE
	EASEMENT LINE
	RIGHT OF WAY
	STREAM/DITCH
	EXISTING FENCE LINE
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING WATER LINE
	EXISTING GAS LINE
	OVERHEAD ELECTRIC
	OVERHEAD TELEPHONE
	OVERHEAD CABLE
	OVERHEAD ELECTRIC/CABLE
	OVERHEAD ELECTRIC/CABLE/TELEPHONE
	OVERHEAD ELECTRIC/TELEPHONE
	OVERHEAD CABLE/TELEPHONE
	UNDERGROUND FIBER
	UNDERGROUND ELECTRIC
	UNDERGROUND TELEPHONE
	UNDERGROUND CABLE
	UNDERGROUND ELECTRIC / TELEPHONE
	UTILITY UNKNOWN
	5/8" REBAR WITH CAP SET
	FOUND MONUMENTATION
	BENCH MARK
	CALCULATED POINT
	EXISTING FIRE HYDRANT
	EXISTING WATER OR GAS METER
	EXISTING WATER OR GAS VALVES
	TELEPHONE OR ELECTRIC RISER
	UTILITY POLE
	GUY WIRE
	LIGHT POLE
	EXISTING BOREHOLE
	EXISTING TREE
	CONCRETE AREA
	DOWNSPOUT
	GUARDRAIL
	SIGN
	SHRUBS
	EXISTING BUILDING
	EXISTING CANOPY/OVERHANG
	DRAWN ACCORDING TO RECORD

LEGAL DESCRIPTION

BEGINNING AT A 5/8" REBAR AND CAP SET ON THE EASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 60 FRONTAGE ROAD, COMMON CORNER TO TOWN OF LEVI BLOCK G-1 LOTS 4 AND 5; THENCE WITH THE EASTERLY RIGHT OF WAY LINE OF SAID FRONTAGE ROAD N18°13'50"E 202.42' TO A 5/8" REBAR AND CAP SET IN THE SOUTHERLY EDGE OF A 35' WIDE RIGHT OF WAY; THENCE WITH SAID 35' WIDE RIGHT OF WAY S87°12'58"E 168.55' TO A 5/8" REBAR AND CAP SET ON THE WESTERLY LINE OF A 30' WIDE RIGHT OF WAY; THENCE WITH SAID 30' WIDE RIGHT OF WAY S19°32'59"W 58.75' TO A 5/8" REBAR AND CAP SET; S14°39'54"W 189.23' TO A 5/8" REBAR AND CAP SET, COMMON CORNER TO AFOREMENTIONED LOTS 4 AND 5; THENCE WITH THE COMMON LINE OF SAID LOT 4 AND 5 N71°40'31"W 172.90' TO THE PLACE OF BEGINNING, CONTAINING 0.858 ACRES, MORE OR LESS AND BEING ALL OF TOWN OF LEVI BLOCK G-1 LOTS 1, 2, 3, AND 4.

SURVEYOR'S NOTES:

- FLOODPLAIN INFORMATION : THIS PARCEL IS LOCATED IN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 54039C0441E, EFFECTIVE DATE FEBRUARY 6, 2008.
- VERTICAL DATUM REFERENCED NAVD 88, AND WAS OBTAINED BY ON-SITE GPS OBSERVATION AT THE TIME OF THIS SURVEY.
- HORIZONTAL DATUM REFERENCED TO WV STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE AND WAS OBTAINED BY ON-SITE GPS OBSERVATIONS AT THE TIME OF THIS SURVEY.
- EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE SHOWN BY LOCATIONS OF SURFACE FEATURES, SUCH AS VALVES, METERS, MANHOLES, ETC. COLLECTED DURING THE COURSE OF THIS BOUNDARY SURVEY AND DO NOT REPRESENT ALL UTILITIES PRESENT.



NO.	DATE	REVISION

**TERRADON**  
CORPORATION  
Engineering • Surveying • Landscape Architecture  
P.O. Box 519 25143  
Niles, West Virginia 26049  
(304) 755-8291 FAX (304) 755-2636  
www.terraddon.com



PLAT OF SURVEY  
LOTS 1, 2, 3, AND 4 TOWN OF LEVI - BLOCK G1  
SITUATED IN MALDEN DISTRICT  
KANAWHA COUNTY, WEST VIRGINIA

Project No.	1801-2781-001
Drawn:	DAB
Checked:	DAB
Approved:	RFT
Scale:	1"=20'
Date:	7-11-18
CAD File #	GOULD.DWG