



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

State of West Virginia
Purchase Order

Order Date: 02-10-2026

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CPO 1400 4902 AGR2600000015 1	Change Order No:	Procurement Folder:	1828348
Document Name:	Mineral County WV Blockage Removal			Reason for Modification:
Document Description:	Mineral County WV Blockage Removal			
Procurement Type:	Central Purchase Order			
Buyer Name:	Larry D McDonnell			
Telephone:	304-558-2063			
Email:	larry.d.mcdonnell@wv.gov			
Shipping Method:	Best Way		Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid		Effective End Date:	

VENDOR		DEPARTMENT CONTACT			
Vendor Customer Code:	VS0000019929	Requestor Name:	Christopher J Martin		
FIRST FRUITS EXCAVATING INC 407 PLUM RUN RD		Requestor Phone:	(304) 558-2204		
RIDGELEY WV 26753		Requestor Email:	cmartin@wvca.us		
US		<div style="text-align: center;"> <h1>2026</h1> <p>FILE LOCATION _____</p> </div>			
Vendor Contact Phone:	304-726-8412			Extension:	
Discount Details:					
	Discount Allowed			Discount Percentage	Discount Days
#1	No			0.0000	0
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
FISCAL SERVICES MANAGER 304-558-2204 WEST VIRGINIA CONSERVATION AGENCY 1900 KANAWHA BLVD E	ADMINISTRATIVE SERVICES 304-558-2204 WEST VIRGINIA CONSERVATION AGENCY WEST VIRGINIA CONSERVATION AGENCY
CHARLESTON WV 25305	255 GUS R DOUGLASS LN CHARLESTON WV 25305-0193
US	US

CR 2-18-26

Total Order Amount:	\$53,955.00
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Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>2/13/26</i> ELECTRONIC SIGNATURE ON FILE <i>[Signature]</i>	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>2/18/26</i> ELECTRONIC SIGNATURE ON FILE <i>[Signature]</i>	ENCUMBRANCE CERTIFICATION DATE: <i>2-19-26</i> ELECTRONIC SIGNATURE ON FILE <i>[Signature]</i>
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2/18/26

Extended Description:

The Vendor, First Fruits Excavating, Inc, agrees to enter into a contract with the West Virginia Conservation Agency, to provide removal of blockages from streams, proper disposal of blockage materials, streambank work, and seeding and mulching, per the bid requirements, terms, conditions, specifications, Addendum No. 1 issued 12/16/2025, Addendum No. 2 issued 12/31/2025, Addendum No. 3 issued 01/06/2026, and the vendor's bid dated 01/15/2026 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	93131802	0.00000		0.000000	53955.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Mineral County WV Blockage Removal

Extended Description:

Debris removal from stream and streambank repair due to flood damage.
Note: Please enter TOTAL COST from Exhibit A Pricing Page to Commodity Line.

See attached specification and associated documentation for further details.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License: B - General Building

West Virginia Contractor's License: C - General Engineering

West Virginia Contractor's License: 002 - Excavation

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Other Insurance Requirements - Exhibit C Attached.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

3.1. 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.

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

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

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

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

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Phillip N. Dayton, II
(Address) 407 Plum Run Road, Ridgeley, WV 26753
(Phone Number) / (Fax Number) 304-726-8412 / 304-738-1602
(email address) buck@firstfruits-wv.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

First Fruits Excavating, Inc.

(Company)

(Signature of Authorized Representative)

Phillip N. Dayton, II - President 01.15.2026

(Printed Name and Title of Authorized Representative) (Date)

304-726-8412 304-738-1602

(Phone Number) (Fax Number)

buck@firstfruits-wv.com

(Email Address)

REQUEST FOR QUOTATION
Mineral County, WV - Blockage Removal
CRFQ AGR26*21

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Conservation Agency to establish a contract for the following:

Removal of blockages from streams, proper disposal of blockage materials, streambank work, and seeding and mulching of all disturbed areas of work site(s) in Mineral County, WV.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

- 2.1. **“Construction Services”** means removal of blockages from streams, proper disposal of blockage materials, streambank work, and seeding and mulching of all disturbed areas of work site(s) in Mineral County, WV as more fully described in the Project Plans.

- 2.2. **“Pricing Page”** means the pages contained in wvOASIS, attached hereto as **Exhibit A**. Exhibit A is included in this documentation upon which Vendor should list its proposed price for the Construction Services.

- 2.3. **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

- 2.4. **“Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as **Exhibit B**, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in **Exhibit B**, Vendors can obtain copies in accordance with Section 9 of these Specifications.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

4. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 4.1. **Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least one project that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past projects,

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through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans included on **Exhibit B** of this solicitation.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

If you have any issues downloading the attachments, contact Larry McDonnell at Larry.D.McDonnell@wv.gov

10. CONDITIONS OF THE WORK

- 10.1. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. **Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's

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representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be 7:00 am to 5:30 pm minimum, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Removal and disposal of all debris listed in **Exhibit B** of this solicitation.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

11.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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12. MISCELLANEOUS:

12.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Phillip N. Dayton, II
Telephone Number:	304-726-8412
Fax Number:	304-738-1602
Email Address:	buck@firstfruits-wv.com

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Exhibit A – Pricing Page

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EXHIBIT A – Pricing Page

Blockage and Debris Removal Mineral County, WV

All labor, materials, equipment, and supplies necessary for:

Blockage and Debris Removal Mineral County, WV

Name of Bidder: First Fruits Excavating, Inc.

Bidders Address: 407 Plum Run Road

Street

Ridgeley

WV

26753

City

State

Zip

Telephone: 304-726-8412

Fax Number: 304-738-1602

Email: buck@firstfruits-wv.com

Contractor's License No: WV047004

(include copy with bid response documents)

The Bidder, being familiar with and understanding the Bidding Documents and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid: \$ 53,955.00

(Also enter this amount into Commodity Line 1)

fifty-three thousand, nine hundred fifty-five dollars and zero cents

(Show amount in both words)


Signature

01.15.2026

Date

Printed Name Phillip N. Dayton, II

Title President

Failure to use this bid form may result in bid disqualification.

Detailed Bid Schedule
Mineral County, WV – Blockage Removal Exhibit A - Pricing Page

Item	Description	Equipment Spec. (i.e. make, model) *	Quantity	Unit	Unit Price	Total
1.	Hydraulic Excavator with thumb, minimum of 89 H.P. Regular	Komatsu PC160	80	HR	\$120.00	\$9,600.00
2.	Hydraulic Excavator with thumb, minimum of 89 H.P. Over Time	Komatsu PC160	20	HR	\$140.00	\$2,800.00
3.	On-Highway Dump Truck #1, minimum of 250 H.P. & 10 cy bed - Regular	Kenworth T800	80	HR	\$95.00	\$7,600.00
4.	On-Highway Dump Truck #1, minimum of 250 H.P. & 10 cy bed - Over Time	Kenworth T800	20	HR	\$115.00	\$2,300.00
5.	On-Highway Dump Truck #2, minimum of 250 H.P. & 10 cy bed - Regular	Kenworth T800	80	HR	\$95.00	\$7,600.00
6.	On-Highway Dump Truck #2, minimum of 250 H.P. & 10 cy bed - Over Time	Kenworth T800	20	HR	\$115.00	\$2,300.00
7.	#1 Laborer with Chain Saw, Hand Tools, & Flagging Equipment Regular	N/A	80	HR	\$60.00	\$4,800.00
8.	#1 Laborer with Chain Saw, Hand Tools, & Flagging Equipment Over Time	N/A	20	HR	\$80.00	\$1,600.00
9.	#2 Laborer with Chain Saw, Hand Tools, & Flagging Equipment - Regular	N/A	80	HR	\$60.00	\$4,800.00
10.	#2 Laborer with Chain Saw, Hand Tools, & Flagging Equipment - Over Time	N/A	20	HR	\$80.00	\$1,600.00
11.	Tractor with Lowboy * *Can substitute Tag-along Equipment Trailer	Kenworth W900	20	HR	\$125.00	\$2,500.00
12.	Stabilization Materials Seed and Mulch	N/A	1	LS	\$2,000.00	\$2,000.00
13.	Mobilization/Demobilization Limited to 10% of the Total of Line Items 1 through 12	N/A	1	LS	\$4,455.00	\$4,455.00
					Total:	\$53,955

Unit Definitions: LS = Lump Sum, LF = Linear Foot, CF = Cubic Feet, SF = Square Feet, CY = Cubic Yards, EA = Each, MO = Month, TN = Ton(s), AC = Acre(s), HR = Hours

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EXHIBIT B – PROJECT PLANS

SCOPE OF WORK:

The work will consist of supplying equipment with qualified operators and laborers with hand tools to remove identified blockages from streams, proper disposal of blockage materials, streambank work, and seeding and mulching of all disturbed areas of the work site(s) in Mineral County.

Removal of debris material from the stream and any required repairs to streambank due to damage from the blockage or during the removal of blockage will be completed directed by the Project Coordinator. Equipment and labor will be bid on a per hour basis based on **Exhibit A – Pricing Page**.

All material must be removed and cannot be left within the floodplain of the streams or placed within another floodplain.

Contractor will be responsible for identifying and securing **Sediment / Cobble and Woody debris** waste sites. The contractor will ensure that all material placed at the waste site conforms to Federal and State regulations and meets with the requirements of the landowner of the waste site and will be responsible for fixing any violations or issues that arise from their dumping at that site. The contractor will be responsible for all necessary permits for dumping at those sites.

All other material will be considered **Trash** and needs to be removed separately and disposed of at a landfill. Trash is to be captured and not released downstream. Trash will be captured by means of netting set downstream as blockage is being pulled to prevent trash from being released beyond netting. The contractor will be responsible for all solid waste tipping fees.

Soil Stabilization items, including but not limited to seed and mulch are required and listed on **Exhibit A-Pricing Page**.

A STANDARD REQUIRED EQUIPMENT SET:

The equipment required for this contract shall be:

- 1) Hydraulic Excavator with Thumb and Operator
- 2) Two On-Highway Dump Trucks and Operators
- 3) Two Laborers w/ chain saws & hand tools (and when needed as Flaggers) flagging equipment
- 4) Low Boy or Tag-along Trailer

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NOTE: Additional hours, equipment, or personnel shall be identified by WVCA Project Coordinator and submitted to the West Virginia Purchasing Division for approval of a Contract Modification.

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EXHIBIT B – PROJECT PLANS Continued

SAFETY

The contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions, on their responsibility, or as the Project Coordinator may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Pursuant to rules promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96), the contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time).

The contractor shall comply with the OSHA Parts 1910 and 1926 Work Industry Standards and Interpretations and is hereby incorporated by reference. A copy of the Supplements to OSHA is attached as an exhibit.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) is hereby incorporated by reference.

Clean Air Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the WVCA and understands and agrees that the WVCA will, in turn, report each violation as required to assure notification to the Natural Resources Conservation Service (NRCS), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by NRCS.

Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the WVCA and understands and agrees that the WVCA will, in turn, report each violation as required to assure notification to the Natural

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Resources Conservation Service (NRCS), and the appropriate Environmental Protection Agency Regional Office.

- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by NRCS.

The contractor shall comply with all applicable permits obtained by the Sponsoring Local Organizations (SLO).

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CLAUSE

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such an employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The Equal Opportunity Clause outlined in 41 CFR 60-1.4 (a) is hereby incorporated by reference.

OTHER CONTRACTS

The WVCA may undertake or award other contracts for additional work at or near the site of the work under this contract. The contractor shall fully cooperate with the WVCA, the WVCA's employees, and other contractors. The Contractor shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the WVCA. The contractor shall not commit or permit any act that will interfere with the performance of work by the WVCA employees or any other contractor.

SAVINGS CLAUSE

In the event any provision, term, or condition contained in this solicitation or resulting contract is deemed to be unlawful by a court of competent jurisdiction, only those unlawful terms shall be stricken from this solicitation or resulting contract, and the remainder shall be in full force and effect.

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PROJECT SITE OPERATIONS

SECTION A: GENERAL OPERATIONS

01. TIME

Time is of the essence regarding all matters of time and performance in this Contract.

02. AUTHORITY OF THE PROJECT COORDINATOR

The Project Coordinator will decide all questions/issues which may arise as to:

- The interpretation of the Design, Specifications, and implementation of Plans.
- The quantity, quality, and acceptability of materials furnished.
- The work performed, the priority of work, and the rate of progress of the work.
- The interpretation of the technical portion of the contract.
- The acceptable fulfillment of the contract on the part of the contractor.

Any disagreements between the Contractor and the Project Coordinator on a decision made by the Project Coordinator will be elevated to the Management. The decision of the Management will be final.

03. PROJECT OVERSIGHT

Work shall be performed by the contractor as shown in the work drawings and as stated in the work specifications with the Project Coordinator's consultation. The contractor shall contact the Project Coordinator before mobilization to a site and coordinate a start date. The contractor shall meet with the Project Coordinator at the site for the start of work.

a) Suspension of Work: The Project Coordinator or the WVCA may suspend the work, in whole or in part, for such time as these two entities deem it necessary because of environmental or other conditions outside the control of the contractor. Also, the Project Coordinator or the WVCA may suspend the work, in whole or in part, for such time as these two entities deem it necessary because of contractor shortfalls, unsatisfactory work performance, or failure of the contractor to comply with any of the requirements of this contract.

The following actions of the Project Coordinator or the WVCA are to prevent unsafe conditions for the employees or the general public, or for any other condition or reason deemed to be in public interest.

- Work suspension due to contractor shortfalls (inefficient operation, equipment not in good operating condition, or any condition or circumstance that is considered unsatisfactory for the performance of the work) will not extend the end date established in this contract.

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- In the event that the contract end date is extended, at no time shall the contractor be monetarily compensated for expenses incurred by the contractor for work delays, for any reason whatsoever.

All such suspension orders will be verbally stated to the contractor by the Project Coordinator or WVCA Management, and work will cease immediately. A written suspension order directed to the contractor will follow the verbal order.

The Project Coordinator is not authorized to increase the obligation of the State of West Virginia, the State Conservation Committee, and the WVCA to the contract except as provided. The findings of the WVCA shall be final and conclusive for all parties involved.

04. CONTRACTOR'S RESPONSIBILITIES

a) Site Investigation and Conditions Affecting the Work:

The contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions that can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, groundwater levels, stream stages, river stages, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.

The contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the government, as well as from the drawings and specifications made a part of this contract. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State of West Virginia, the State Conservation Committee, and the WVCA.

The State of West Virginia, the Purchasing Division, the State Conservation Committee, and the WVCA assume no responsibility for any conclusions or interpretations made by the contractor based on the information made available by this group. Nor does this group assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or employees before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

05. CONTRACTOR'S PERFORMANCE OF WORK:

a) Contractor Management: It is contemplated that the contractor will furnish the necessary equipment and personnel/skilled labor perform the Statement of Work in this solicitation for the successful completion of work.

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The contractor shall give the work the constant attention necessary to facilitate progress. The contractor shall always have on the worksite a competent Forman capable of reading and thoroughly understanding any plans provided; thoroughly experienced in the type of work being performed; who can follow the directions provided by the Project Coordinator; and who will consult with the Project Coordinator. On contractual matters, the contractor shall go through the Project Coordinator to contact WVCA Contracting.

The contractor shall provide the Project Coordinator with a list of key personnel's telephone numbers who may be reached in case of emergency during hours when no work is to be performed. On weekends, holidays, suspensions of work, and the occurrence of storms.

The contractor, upon notification from the Project Coordinator, shall alert their personnel to stand by or to report to an identified area to react to any emergency identified by the Project Coordinator.

b) Workforce: The contractor shall perform work on the site (the contractor and his or her employees) equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during the performance of the work, the contractor requests a reduction, and the WVCA determines that the reduction would be to the advantage of the government.

An employee is an individual for whom the contractor withholds, and pays, employment taxes (FICA). All others will be considered Subcontractors.

The West Virginia Purchasing Division or the WVCA reserves the right to require successful contractors to produce evidence showing the payment of employment taxes for all onsite workers.

- **Equipment Operators:** The contractor shall at all times employ sufficient equipment operators to prosecute the several classes of work to full completion in the manner and time required by these specifications.
- The contractor shall provide a qualified operator. Unqualified or inefficient operators shall immediately be replaced at the discretion of the Project Coordinator or WVCA management.

Should a contractor fail to remove such a person, or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Project Coordinator or WVCA may suspend the work by written notice until such order is complied with. After the contractor delivers the equipment, it is contemplated that work will be continuous during the hours and on the days specified in the contract.

- **Laborers:** The contractor shall always employ sufficient labor for prosecuting the several classes of work to full completion in the manner and time required by these Specifications. All employees shall have sufficient skill and experience to perform the work assigned to them properly. Employees engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person who, in the opinion of the Project Coordinator or WVCA, is disorderly or deemed a threat to another employee of the contractor, an employee of NRCS, an employee of the

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WV Purchasing Division, a member of the State Conservation Committee, an employee of the WVCA, an employee of the Project Coordinator, a member of the Mineral County Commission, an employee of the local Public Service District, or to the general public shall, at the request of the Project Coordinator, be removed forthwith.

Any contractor employing such a person shall not reemploy such person on the project without the written approval of the Project Coordinator. Should a contractor fail to remove such a person, or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Project Coordinator or WVCA may suspend the work by written notice until such order is complied with.

c) Equipment: The contractor shall at all times provide a sufficient amount of equipment to prosecute the several classes of work to full completion in the manner and time required by these specifications.

Equipment shall be of sufficient size and in such mechanical condition as to meet the requirements of the work and to produce a satisfactory quality of work.

Mounted or attached equipment shall be customarily manufactured for the respective size of the tractor being offered. Backhoes and excavators shall have mounted or attached equipment that is customarily manufactured for the respective size of the backhoe or excavator being offered.

Horsepower shall be flywheel horsepower rating. Horsepower and bucket capacities shall be listed in the current edition of Rental Rate Blue Book for Construction Equipment (Published by Dataquest) or similar reliable reference approved by the WVCA.

The equipment should not deviate from the minimum and/or maximum horsepower specified in the Bid Schedule of this invitation to be considered as being acceptable to the terms of the contract. Equipment used on any portion of the project shall be such that no injury to the adjacent property will result from its use.

All equipment shall be maintained in proper working conditions and shall be free of any fluid leaks.

Equipment in need of repair that prohibits work to its full potential shall be immediately replaced. The contractor shall provide all the oil and lubricants and perform the required maintenance promptly.

d) Personal Protective Equipment: At a minimum, all workers and contractor management on the project site shall have Hard Hats, Safety shirts/vests, Steel-toe boots, and safety goggles.

➤ Hard Hat Areas: The entire job site, with the exception of offices, shall be considered a hard hat area. All people entering the area are, without exception, required to wear hard hats. The contractor and the Project Coordinator shall ensure all visitors entering hard hat areas are wearing a hard hat. If someone enters the hard hat areas without wearing a hard hat, work will cease, and the individual will be escorted outside the hard hat area before work can continue. Labels for hard hats shall bear a manufacturer's label indicating design compliance with the appropriate ANSI (American National Standards Institute) standard.

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- Safety Shirt/Vest: Safety shirts or vests shall be worn at all times on the entire job site. Any person entering the designed work area is, without exception, required to wear a safety shirt or vest.
The contractor and the Project Coordinator shall ensure all visitors entering the work area comply. If someone enters the identified work area without wearing a safety shirt or vest, work will cease, and the individual will be escorted outside the work area before work can continue.
- Steel-toe boots: Steel-toe boots should be worn at all times on the entire job site. All people entering the area are, without exception, required to wear Steel-toe boots.
- Safety Goggles/Glasses: Safety glasses should be worn at all times unless operating equipment with an enclosed cab. A face shield should be used, in addition to safety glasses, when operating a string/brush trimmer and other times when your face could be hit by debris. All personnel involved in or within 100 feet (33 yards) diameter around the working area of brush removal and tree removal must wear protective safety goggles/glasses.
- Chainsaw Chaps: Chainsaw chaps refer to a type of personal protective equipment (PPE) that is to be worn by anyone using a chainsaw on the project site.

06. CONTRACTORS SITE RESPONSIBILITIES

a) Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements: The contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, that is not to be removed, and which do not unreasonably interfere with the work required under this contract. The contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place.

The contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the contractor.

The contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work.

If the contractor fails or refuses to repair the damage promptly, the Project Coordinator will inform the WVCA. The WVCA may have the necessary work performed and charge the cost to the contractor through a modification/change order which shall reduce the final payment due to the contractor.

b) Responsibility for Damage Claims: The contractor shall be responsible for claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the contractor.

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c) Operations and Storage Areas: The contractor shall confine all operations on project site premises to areas authorized or approved by the Project Coordinator. The Contractor shall hold and save the State of West Virginia, State Conservation Committee, and the WVCA, free and harmless from any liability of any nature occasioned by the contractor's performance.

The contractor shall, under regulations prescribed by the State of West Virginia, use only established roadways, or temporary roadways constructed by the contractor when and as authorized by the Project Coordinator and WVCA. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the contractor shall protect them from damage. The contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

07. MOBILIZATION AND DEMOBILIZATION

The work shall consist of the mobilization and demobilization of the equipment and personnel necessary for performing the work required for the contract. It also includes the establishment of the Contractor's offices, buildings, and other facilities and their location (upon approval of the Project Coordinator), including construction of all temporary access roads as necessary to begin work on a substantial phase of the contract, when applicable. It shall include all demobilization activities involving removal from the sites of equipment, supplies, and personnel after completion of the work including cleanup of all rubbish and waste materials generated during the construction of this project; and restoration of any damage to existing site improvements resulting from the Contractor's activities at the site.

REQUEST FOR QUOTATION
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a) Measurement and Basis of Payment for Mobilization and Demobilization

The bid for Mobilization and Demobilization shall be a lump sum and cannot be more than 10% (ten percent) of the 'TOTAL AMOUNT BID' for the project. Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated into the project, or the purchase costs of operating supplies.

SECTION B: CONSTRUCTION SPECIFIC

1. WORK TIMEFRAME:

Work Timeframe is defined by quantities listed on Exhibit A – Pricing Page of this solicitation. Additional hours shall be identified by the Project Coordinator and submitted to the West Virginia Purchasing Division for approval of a Contract Modification.

2. WORKDAY:

The contractor shall have equipment in serviceable and operating condition from 7:00 a.m. to 5:30 p.m. (*or as determined by the Project Coordinator or designated representative*) with an experienced and acceptable operator during this time period. A mandatory lunch break of 30 minutes will be taken by the contractor and crew each day. The lunch break is considered off the clock. The project site shall be considered completed when the *Project Coordinator or designated representative* has inspected the site and cleared the contractor.

3. WORKWEEK:

The work week may be altered by the Project Coordinator.

A standard work week is Monday through Friday.

Regular Hours will be 40 hours per week, and additional hours will be overtime.



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

**State of West Virginia
 Centralized Request for Quote
 Construction**

Proc Folder: 1828348		Reason for Modification:	
Doc Description: Mineral County WV Blockage Removal		Addendum No. 03	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-01-06	2026-01-15 13:30	CRFQ 1400 AGR2600000021	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Larry D McDonnell
 304-558-2063
 larry.d.mcdonnell@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

Addendum No. 03

To attach answers to vendor questions

To attach the following revised documents:

Terms and Conditions Section 7: Required Documents.

Terms and Conditions - Additional Terms and Conditions (Construction Contract Only) Section 2: Bonds

The bid opening date and time still remains 01/15/2025 at 1:30PM EST/EDT.

No other changes

INVOICE TOWEST VIRGINIA
CONSERVATION AGENCY
1900 KANAWHA BLVD ECHARLESTON
US

WV

SHIP TOWEST VIRGINIA
CONSERVATION AGENCY
WEST VIRGINIA
CONSERVATION AGENCY
255 GUS R DOUGLASS LNCHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mineral County WV Blockage Removal				

Comm Code**Manufacturer****Specification****Model #**

93131802

Extended Description:

Debris removal from stream and streambank repair due to flood damage.

Note: Please enter TOTAL COST from Exhibit A Pricing Page to Commodity Line.

See attached specification and associated documentation for further details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor questions due by 2:00PM EST/EDT	2025-12-11

SOLICITATION NUMBER: CRFQ AGR26*21
Addendum Number: 03

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To attach answers to vendor questions

To attach the following revised documents:

Terms and Conditions Section 7: Required Documents.

Terms and Conditions - Additional Terms and Conditions (Construction Contract Only)
Section 2: Bonds

The bid opening date and time still remains 01/15/2025 at 1:30PM EST/EDT.

No other changes

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

Terms and Conditions:

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

Addendum 03:

Answers to Vendor Questions

CRFQ AGR26*21 - Mineral County WV Blockage Removal

1. Question: For line item 12: Stabilization Materials- Seed and Mulch, could you provide a list of the various locations in Mineral County that the work will be completed at, or could we get an estimate on the square footage that will need to be seeded and mulched?

Answer: Line Item 12 for Soil Stabilization Materials-Seed and Mulch square footage is 10,000.00 square feet. Vendor should price accordingly per specification.

2. Question: I wanted to verify that the requirement to hold both a Contractor license for general building and general engineering was not a typo. Can vendor use a subcontractor to fill those requirements if necessary.

Part 1 Answer: Section 7 of the terms and conditions has been revised. Please see attached revised document.

Part 2 Answer: The awarded vendor must meet all requirements of the solicitation. A subcontractor cannot be used to fulfill award licensing requirements.

3. Question: There is also no listed bond requirements. Just wanted to verify that was correct.

Answer: Terms and conditions section 2 for Bonds has been revised. Please see revised attached document.

4. Question: It mentioned a download in reference to the project plans in the solicitation document, however, no download was available outside of the information posted in exhibit B. Just wanted to verify the only information in reference to the project plans was located in exhibit B.

Answer: All project plans are listed in this solicitation Exhibit B. There are no additional project plans for this solicitation.

Addendum 03:

Answers to Vendor Questions

CRFQ AGR26*21 - Mineral County WV Blockage Removal

5. Question: Is it anticipated that more extreme measures of stream bank stabilization would be necessary outside of seeding/mulching? If so, will changes to the contract be available to compensate contractor accordingly for additional work outside of the listed scope of work?

Answer: Should this project require unforeseen extreme measures of stream bank stabilization, vendor must seek approval from WVCA project lead. Please see answer to question 1.

6. Question: Will there be a dedicated location for sediment/cobble and woody debris or is it to be disposed of on landowners property? Is there an estimate on the quantity of the blockage material to be removed and hauled off?

Answer: Yes, both onsite and offsite disposal may be required. Agency will provide further details of each location post award.

There is no estimate of quantity.

7. Question: Is there an estimate on the quantity of trash to be removed from stream or will contractor be compensated per receipts from landfill?

Answer: There is no estimate of quantity.

8. Question: Is there an estimate on seed/mulch or will contractor be compensated per receipts for such job tasks?

Answer: See answer to question 1.

9. Question: Are there estimates on stream widths per location?

Answer: Less than 25 feet at all locations.

Addendum 03:

Answers to Vendor Questions

CRFQ AGR26*21 - Mineral County WV Blockage Removal

10. Question: Is there potential for there to be more work for this contract or are the hours listed in Exhibit A the maximum allotted hours for this contract?

Answer: The hours listed in Exhibit A represent the maximum allotted hours for this contract.

11. Question: Can a specific number of sites be provided for the vendors for this contract?

Answer: Three sites.

12. Question: The licenses listed as required are general building, general engineering, and excavation. Are all 3 licenses needed or at least 1 of the 3?

Answer: See Question 2., Answer Part 1.

13. Question: No items are selected in the bid bond section. Will you confirm that a bid bond is **not** required for this project?

Answer: See answer to question 3.

Addendum 03 - CRFQ AGR26-21 - REVISED

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License: B - General Building, West Virginia Contractor's License: C - General Engineering, or West Virginia Contractor's License: 002 - Excavation

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR26*21

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 checked="" 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 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.

First Fruits Excavating, Inc.

Company



Authorized Signature

02.03.2026

Date

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