



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

State of West Virginia Master Agreement

Order Date: 07-28-2026

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:	CMA 1400 4902 AGR2700000001 1	Procurement Folder:	1983421
Document Name:	Mowing and Weed Eating of Northern Dams	Reason for Modification:	
Document Description:	Mowing and Weed Eating of Northern Dams		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2026-08-03
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-08-02

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000043657 SPRUCE CREEK ENTERPRISES LLC 23 CAMBRIDGE DR CLARKSBURG WV 26301 US Vendor Contact Phone: 3046413896 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jean Faust Requestor Phone: 304-558-2204 Requestor Email: jfaust@wvca.us 2027 FILE LOCATION
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

8-3-26 60

Total Order Amount:	Open End
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Purchasing Division's File Copy

8/13/2026

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Mark K...</i> 8/03/2026
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>8/13/2026</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>8-13-26</i>
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Spruce Creek Enterprises, LLC, agrees to enter into an open-end contract with the Agency, West Virginia Conservation Agency to provide mowing and weed eating of the West Virginia Northern Dam (total of 44 Dams), per the bid requirements, terms, conditions, specifications, Addendum No 01 published on 6/11/2026, Addendum No 02 published on 6/29/2026, Addendum No 03 published on 7/08/2026 and vendor's bid dated 07/09/2026 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	70111710				0.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Mowing and Weed Eating of Northern Dams

Extended Description:

See attached 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 one (1) year. 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 zero (0) 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.

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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.

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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.

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 hearth, 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.

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) Tim Hogue, Owner

(Address) 23 Cambridge Dr Clarksburg, WV 26301

(Phone Number) / (Fax Number) 304-641-3896

(email address) tim.hogue@sprucecreekllc.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.

Spruce Creek Enterprises LLC

(Company)

Timothy Hogue

(Signature of Authorized Representative)

Tim Hogue, Owner

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

304-641-3896

(Phone Number) (Fax Number)

tim.hogue@sprucecreekllc.com

(Email Address)

REQUEST FOR QUOTATION
Mowing and Weeding Services
CRFQ AGR26*45

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Conservation Agency to establish an open-end contract for the mowing and weed eating of the West Virginia Northern Dams (total of 44 Dams). Locations of Dams are in Exhibit B.
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.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Mowing**
 - 3.1.1.1 Cut established grass areas as illustrated on Exhibit B
 - 3.1.1.2 Mowing must be performed using a horizontal pattern or parallel to the crest
 - 3.1.1.3 Cut to minimum of three (3) inches to a maximum of five (5) inches in height.
 - 3.1.1.4 Mowing should not be performed during times of wet weather.
 - 3.1.1.5 Mowing must be done during the hours of operations- Monday through Friday (excluding state holidays) 7:00am to 5:30pm or at the discretion of the Project Coordinator.

REQUEST FOR QUOTATION
Mowing and Weeding Services
CRFQ AGR26*45

3.1.1.6 After mowing, Vendor must ensure that grass clippings that have been “clumped” are either blown or raked and bagged and removed from site.

3.1.2 Weed Eating

3.1.2.1 Weed Eating in required areas per Exhibit B.

3.1.2.2 Weed Eating must be uniformly cut to minimum of three (3) inches to a maximum of five (5) inches in height

3.1.2.3 After weed eating, Vendor must ensure that grass clippings either blown or raked and bagged and removed from site.

3.1.3 Equipment

3.1.3.1 Acres must be mowed utilizing at least a 2:1 slope mower with operator supplied by the vendor. The slope associated with sites range from flat ground, 3:1 & 2:1. 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 necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

3.1.3.2 Weed Eater with operator supplied by the vendor.

3.1.4 Equipment Transport

3.1.4.1 Milage associated with moving equipment between job sites. Does not include travel from Vendor’s headquarters to the first site or the last site to Vendor’s headquarters. Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel cost may be included in the flat fee or hourly rate listed on the Vendor’s bid, but such cost will not be paid by the Agency separately.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by Providing unit price for the estimated quantities and the spreadsheet will automatically calculate. Vendor

REQUEST FOR QUOTATION
Mowing and Weeding Services
CRFQ AGR26*45

should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Invoices shall be emailed to AP@WVCA.US
- 5.3 Performance:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designed as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6. VENDOR DEFAULT:

- 6.1** The following shall be considered a vendor default under this Contract.
- 6.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 6.1.2** Failure to comply with other specifications and requirements contained herein.
 - 6.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 6.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Mowing and Weeding Services
CRFQ AGR26*45

6.2 The following remedies shall be available to Agency upon default.

6.2.1 Immediate cancellation of the Contract.

6.2.2 Immediate cancellation of one or more release orders issued under this Contract.

6.2.3 Any other remedies available in law or equity.

7. MISCELLANEOUS:

7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 **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:	Tim Hogue
Telephone Number:	304-641-3896
Fax Number:	
Email Address:	tim.hogue@sprucecreekllc.com



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
Service - Misc

Proc Folder: 1983421

Doc Description: Mowing and Weed Eating of Northern Dams

Reason for Modification:

Addendum No. 01

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-11	2026-07-14 13:30	CRFQ 1400 AGR2600000045	2

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. 01

To attach Exhibit B referenced in the specifications Section 1: Purpose and Scope.

Pre-bid meeting date and time still remains 6/26/2026 at 10:00AM EST

Vendor question due date and time still remains 7/02/2026 by 2:00PM EST

Bid opening date and time still remains 07/14/2026 at 1:30PM EST.

No other changes

INVOICE TO

WEST VIRGINIA
CONSERVATION AGENCY
1900 KANAWHA BLVD E

CHARLESTON
US

WV

SHIP TO

WEST VIRGINIA
CONSERVATION AGENCY
WEST VIRGINIA
CONSERVATION AGENCY
255 GUS R DOUGLASS LN

CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mowing and Weed Eating of Northern Dams				

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

70111710

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS**Line****Event****Event Date**

SOLICITATION NUMBER: CRFQ AGR26*45
Addendum Number: 01

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 Exhibit B referenced in the specifications Section 1: Purpose and Scope.

Pre-bid meeting date and time still remains 6/26/2026 at 10:00AM EST

Vendor question due date and time still remains 7/02/2026 by 2:00PM EST

Bid opening date and time still remains 07/14/2026 at 1:30PM EST.

No other changes

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

Terms and Conditions:

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

Exhibit B
Mowing/Weed Eating of Northern Dams

Upper Deckers Creek			
Dam	Mowing Area (Acres)	Weed Eating Area (Sq Ft)	GPS Coordinates
UDC 1	3.57	4,050	39.50252 N, -79.84004 W
UDC 2	2.11	2,600	39.52919 N, -79.82504 W
UDC 4	1.85	2,370	39.52892 N, -79.77832 W
UDC 5	5.1	10,570	39.50036 N, -79.77717 W
UDC 6	7.92	2,830	39.49827 N, -79.81089 W

Upper Buffalo Creek			
Dam	Mowing Area (Acres)	Weed Eating Area (Sq Ft)	GPS Coordinates
UBC 2	2.4	5,110	39.51794 N, -80.40973 W
UBC 4	4.61	8,760	39.51602 N, -80.45339 W
UBC 16	5.59	3,700	39.54517 N, -80.38867 W
UBC 22	2.88	4,580	39.60221 N, -80.38371 W
UBC 33A	5.12	6,500	39.59460 N, -80.33315 W
UBC 37A	6.49	3,860	39.51592 N, -80.37075 W
UBC 39	2.88	12,290	39.56911 N, -80.32486 W

Upper Grave Creek			
Dam	Mowing Area (Acres)	Weed Eating Area (Sq Ft)	GPS Coordinates
UGC 1	0	1,550	39.82932 N, -80.5731367 W
UGC 3	1.1	810	39.8319497 N, -80.5676174 W
UGC 4	1.15	1,120	39.8360773 N, -80.5620642 W
UGC 5	2.36	1,300	39.8199559 N, -80.5501602 W
UGC 7	1.83	1,820	39.8326006 N, -80.5353544 W
UGC 8	1.22	8,650	39.8312842 N, -80.5305989 W
UGC 9	2.28	3,300	39.8289049 N, -80.5413083 W

Wheeling Creek			
Dam	Mowing Area (Acres)	Weed Eating Area (Sq Ft)	GPS Coordinates
Wheeling 3	16.48	13,420	39.95175 N, -80.52489 W
Wheeling 7	7.54	3,000	40.02832 N, -80.58368 W
Wheeling 18	7.83	11,000	40.00281 N, -80.63572 W
Wheeling 23	7.03	4,570	39.96685 N, -80.58579 W
Wheeling 25	10.34	2,060	39.95073 N, -80.57728 W

Harmon Creek			
Dam	Mowing Area (Acres)	Weed Eating Area (Sq Ft)	GPS Coordinates
Harmon 1	5.09	1,670	40.38559 N, -80.57733 W
Harmon 2	2.6	1,450	40.36857 N, -80.55528 W
Harmon 3	2.45	1,540	40.35792 N, -80.54094 W
Harmon 4	1.91	1,280	40.35636 N, -80.53681 W
Harmon 13	4.13	1,770	40.36922 N, -80.52909 W

Harmon 14	4.52	2,050	40.37725 N, -80.54221 W
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LKCD			
Dam	Mowing Area (Acres)	Weed Eating Area (Sq Ft)	GPS Coordinates
Pond Run	9	4,740	39.32685 N, -81.51065 W
Walker Creek	7	3,100	39.23948 N, -81.31392 W
NFHR	5.93	4,800	39.21953 N, -81.09918 W
Bonds Creek	2.43	1,810	39.3176 N, -80.98321 W
Pullman	2	2,560	39.19378 N, -80.94812 W
Poca 14	5.59	4,820	38.67146 N, -81.39448 W

Polk Creek			
Dam	Mowing Area (Acres)	Weed Eating Area (Sq Ft)	GPS Coordinates
Polk Creek 1	2	1,940	39.04525 N, -80.53902 W
Polk Creek 4	2.5	1,690	39.05504, -80.5717 W
Polk Creek 5	3	2,500	39.0653 N, -80.57426 W
Polk Creek 6	2.75	1,280	39.05318 N, -80.53808 W
Polk Creek 7	3.5	3,400	39.05476 N, -80.53808 W
Polk Creek 8	3	4,625	39.05549 N, -80.53373 W
Polk Creek 9	4.4	4,200	39.05422 N, -80.516 W
Polk Creek 13	7.5	2,825	39.04614 N, -80.56335 W

	Acres	Sqft	
Total	190.98	173,870	Total

Sites:

Upper Deckers Creek Watershed

- Upper Deckers Creek 1
- Upper Deckers Creek 2
- Upper Deckers Creek 4
- Upper Deckers Creek 5
- Upper Deckers Creek 6

Upper Buffalo Creek Watershed

- Upper Buffalo Creek 22
- Upper Buffalo Creek 33
- Upper Buffalo Creek 39
- Upper Buffalo Creek 4
- Upper Buffalo Creek 2
- Upper Buffalo Creek 16
- Upper Buffalo Creek 37a

Polk Creek Watershed

- Polk Creek 1
- Polk Creek 4
- Polk Creek 5
- Polk Creek 6
- Polk Creek 7
- Polk Creek 8
- Polk Creek 9
- Polk Creek 13

Harmon Creek Watershed

- Harmon Creek 1
- Harmon Creek 2
- Harmon Creek 3
- Harmon Creek 4
- Harmon Creek 13
- Harmon Creek 14

Wheeling Creek Watershed

- Wheeling Creek 3
- Wheeling Creek 7
- Wheeling Creek 18
- Wheeling Creek 23
- Wheeling Creek 25

Upper Grave Creek Watershed

- Upper Grave Creek 1
- Upper Grave Creek 3
- Upper Grave Creek 4
- Upper Grave Creek 5
- Upper Grave Creek 7
- Upper Grave Creek 8
- Upper Grave Creek 9

LKCD

- Pullman 1
- North Fork of the Hughes River
- Walker Creek
- Bonds Creek
- Pond Run
- Pocatalico 14

Counties:

- Preston
- Marion
- Lewis
- Roane
- Wood
- Ritchie
- Marshall
- Ohio
- Brooke

Wheeling Creek 18

2026

Mowing Area: 7.83 Ac

Weed Eating Area:
11,000 Ft²

GPS Coordinates:
40.00281 N, -80.63572 W

Legend

-  Access Road
-  Mowing Area
-  Weed Eating Area



Wheeling Creek 23

2028

Mowing Area: 7.03 Ac

Weed Eating Area:

4,570 Ft²

GPS Coordinates:

39.96685 N, -80.58579 W

Legend

-  Mowing Area
-  Weed Eating Area



Wheeling Creek 25

2026

Mowing Area: 10.34 Ac

Weed Eating Area:

2,060 Ft²

GPS Coordinates:

39.95073 N, -80.57728 W

Legend

 Mowing Area

 Weed Eating Area

Wheeling Creek Dam 25

Wolf Run

Wolf Run

Wolf Run Lake

Wheeling Creek

Google Earth

1512

500 ft



Wheeling Creek 25

2026

Legend

Access Road

Wheeling Creek Dam 25

Wolf Run

Wolf Run Lake

1512

Google Earth

Images © 2025 Google

500 ft



Wheeling Creek 3

2026

Mowing Area: 16.48 Ac

Weed Eating Area:

13,420 Ft²

GPS Coordinates:

39.95175 N, -80.52489 W

Legend

 Mowing Area

 Weed Eating Area



Wheeling Creek 7

2026

Mowing Area: 7.54 Ac

Weed Eating Area:

3,000 Ft²

GPS Coordinates:

40.02832 N, -80.58368 W

Legend

-  Mowing Area
-  Weed Eating Area

Wheeling Creek Dam 7

Middle Creek Lake

Middle Wheeling Creek Lake

Google Earth

400 ft



Upper Grave 1

2026

Mowing embankments is
completed by City of Cameron.

Weed Eating Area:

1,550 Ft²

GPS Coordinates:

39.82932 N, -80.5731367 W

Legend

 Weed Eating Area



Upper Grave 3

2026

Mowing Area: 1.1 Ac

Weed Eating Area:

810 Ft²

GPS Coordinates:

39.82932 N, -80.5731367 W

Legend

-  Mowing Area
-  Weed Eating Area

Upper Grave Creek Dam 3

Google Earth



100 ft

Upper Grave 3

2026

Legend

Access Road



Upper Grave 4

2026

Mowing Area: 1.15 Ac

Weed Eating Area:

1,120 Ft²

GPS Coordinates:

39.8360773 N, -80.5620642 W

Legend

- Access Road
- Mowing Area
- Weed Eating Area

Upper Grave Creek Dam 4

Google Earth

North Arrow

100 ft

Upper Grave 5

2026

Mowing Area: 2.36 Ac

Weed Eating Area:

1,300 Ft²

GPS Coordinates:

39.8199559 N, -80.5501602 W

Legend

- Access Road
- Mowing Area
- Weed Eating Area

Upper Grave Creek Dam 5

Google Earth

200 ft

N

Upper Grave 5

2026

Legend

Access Road

Dragon Hwy

Upper Grave Creek Dam 5

Google Earth

N

200 ft



Upper Grave 7

2026

Mowing Area: 1.83 Ac

Weed Eating Area:

1,820 Ft²

GPS Coordinates:

39.8326006 N, -80.5353544 W

Legend

-  Mowing Area
-  Weed Eating Area

Upper Grave Creek Dam 7

Google Earth

2000 ft



Upper Grave 8

2028

Mowing Area: 1.22 Ac

Weed Eating Area:

8,650 Ft²

GPS Coordinates:

39.831284 N, -80.5305989 W

Legend

-  Mowing Area
-  Weed Eating Area

Upper Grave Creek Dam 8

Google Earth



1000

Upper Grave 8

2026

Legend

Access Road



Upper Grave 9

2026

Mowing Area: 2.28 Ac

Weed Eating Area:

3,300 Ft²

GPS Coordinates:

39.8289049 N, -80.5413083 W

Legend

-  Mowing Area
-  Weed Eating Area

Upper Grave Creek Dam 9

Google Earth



1000 ft

Upper Deckers 1

2026

Mowing Area: 3.57 Ac

Weed Eating Area:

4,050 Ft²

GPS Coordinates:

39.50252 N, -79.84004 W

Legend

-  Mowing Area
-  Weed Eating Area



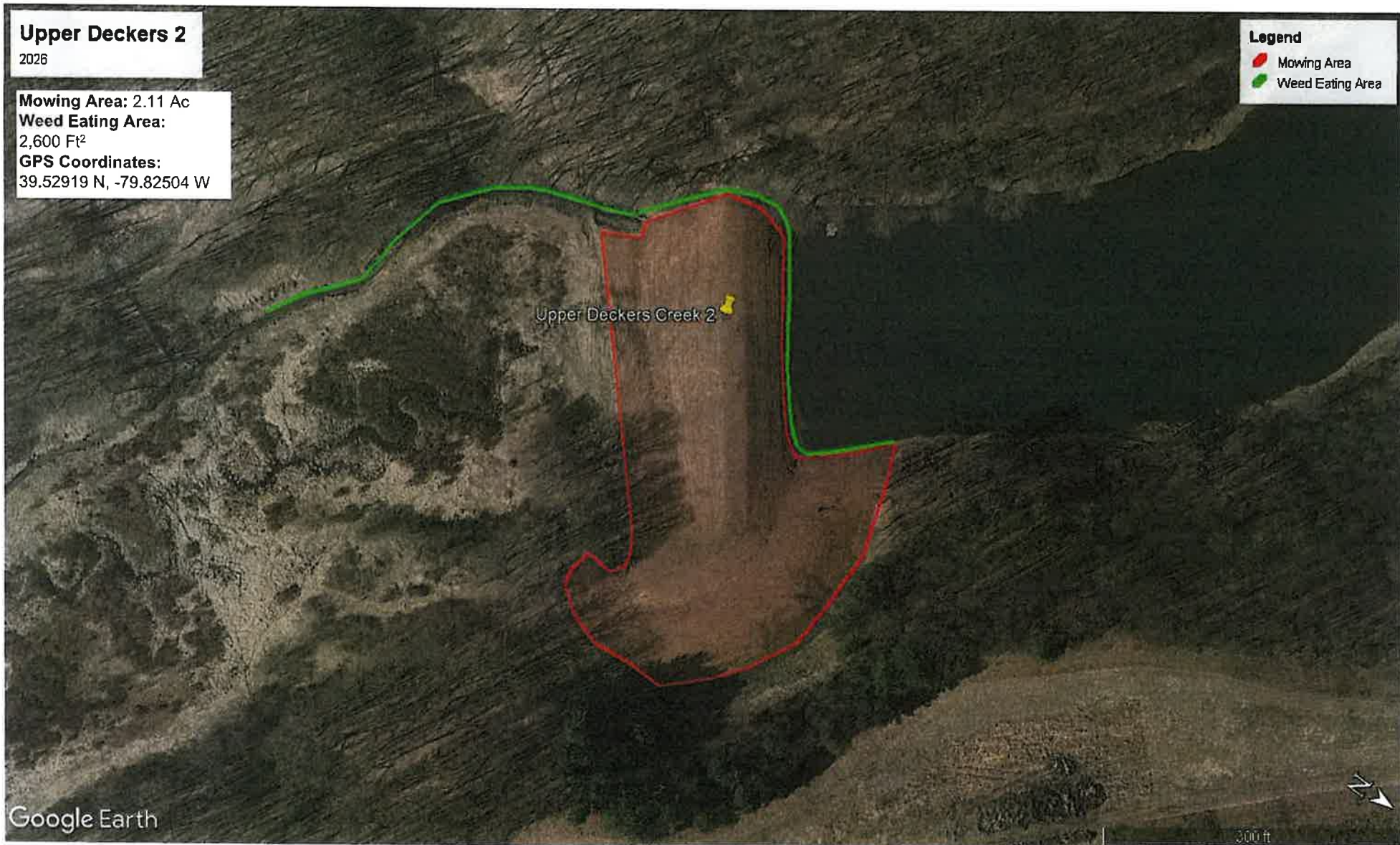
Upper Deckers 1

2026

Legend

- Access Road
- Mowing Area





Upper Deckers 2

2026

Upper Deckers Creek 2

Legend

Access Road

Google Earth

N

500 ft



Upper Deckers 4

2026

Mowing Area: 1.85 Ac

Weed Eating Area:

2,370 Ft²

GPS Coordinates:

39.52892 N, -79.77832 W

Legend

-  Mowing Area
-  Weed Eating Area



Upper Deckers 5

2026

Mowing Area: 5.1 Ac

Weed Eating Area:

10,570 Ft²

GPS Coordinates:

39.50036 N, -79.77717 W

Legend

-  Mowing Area
-  Weed Eating Area

Upper Deckers Creek 5

Kanes Creek

Google Earth

200 ft

Upper Deckers 5

2026

Legend

- Access Road
- Mowing Area



Upper Deckers 6

2026

Mowing Area: 7.92 Ac

Weed Eating Area:

2,830 Ft²

GPS Coordinates:

39.49827 N, -79.81089 W

Legend

-  Access Road
-  Mowing Area
-  Weed Eating Area



Upper Buffalo 16

2028

Mowing Area: 5.59 Ac

Weed Eating Area:

3,700 Ft²

GPS Coordinates:

39.54517 N, -80.38867 W

Legend

-  Access Road
-  Mowing Area
-  Weed Eating Area

Upper Buffalo Creek 16

Hibbs Run

Hibbs Run

Google Earth

400 ft

Upper Buffalo 2

2026

Mowing Area: 2.4 Ac

Weed Eating Area:

5,110 Ft²

GPS Coordinates:

39.51794 N, -80.40973 W

Legend

-  Do Not Mow - Owner Makes Hay
-  Mowing Area
-  Weed Eating Area

Upper Buffalo Creek 2

Google Earth

Private © 2026, Airbus

300 ft

Upper Buffalo 2

2026

Legend

Access Road

Upper Buffalo Creek 2

Huey Run Lake

Huey Run Lake

36

Google Earth



Upper Buffalo 22

2028

Mowing Area: 2.88 Ac

Weed Eating Area:

4,580 Ft²

GPS Coordinates:

39.60221 N, -80.38371 W

Legend

-  Mowing Area
-  Weed Eating Area



Upper Buffalo 33A

2026

Mowing Area: 5.12 Ac

Weed Eating Area:

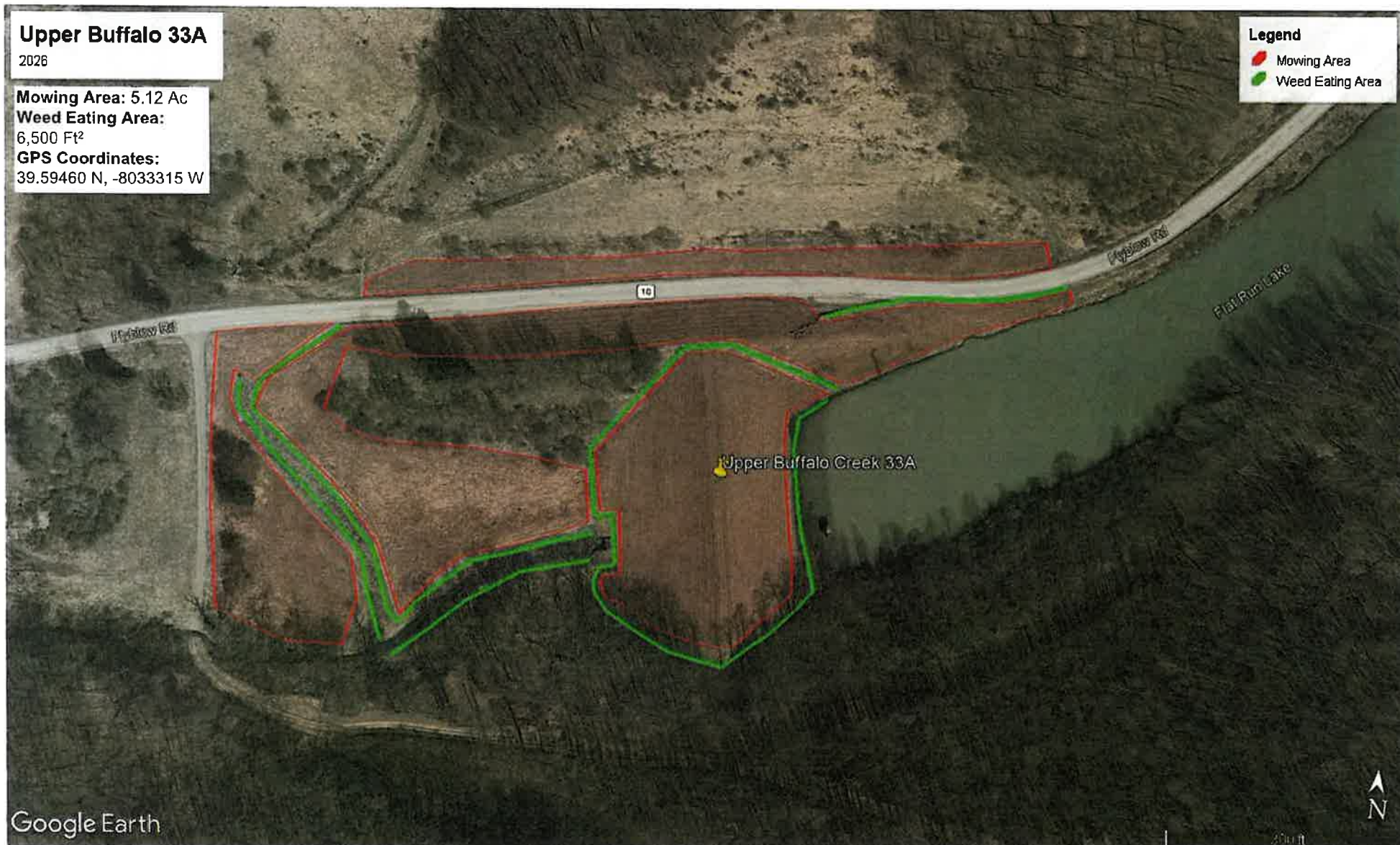
6,500 Ft²

GPS Coordinates:

39.59460 N, -80.33315 W

Legend

-  Mowing Area
-  Weed Eating Area



Upper Buffalo 37A

2026

Mowing Area: 6.49 Ac

Weed Eating Area:

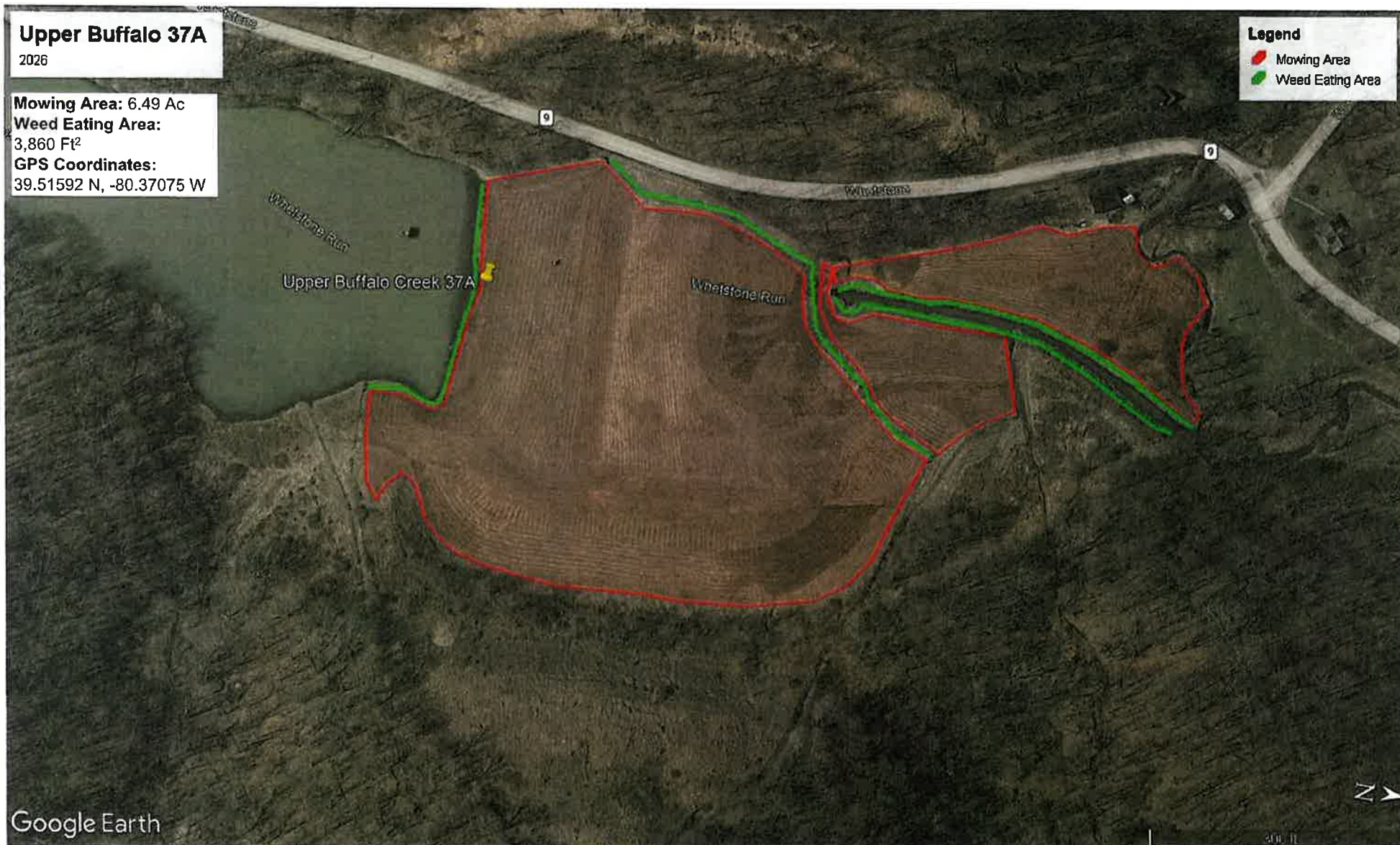
3,860 Ft²

GPS Coordinates:

39.51592 N, -80.37075 W

Legend

-  Mowing Area
-  Weed Eating Area



Upper Buffalo 39

2026

Mowing Area: 2.88 Ac

Weed Eating Area:

12,290 Ft²

GPS Coordinates:

39.56911 N, -80.32486 W

Legend

-  Mowing Area
-  Weed Eating Area

Upper Buffalo Creek 39

Google Earth

200 ft



Upper Buffalo 4

2026

Mowing Area: 4.61 Ac

Weed Eating Area:

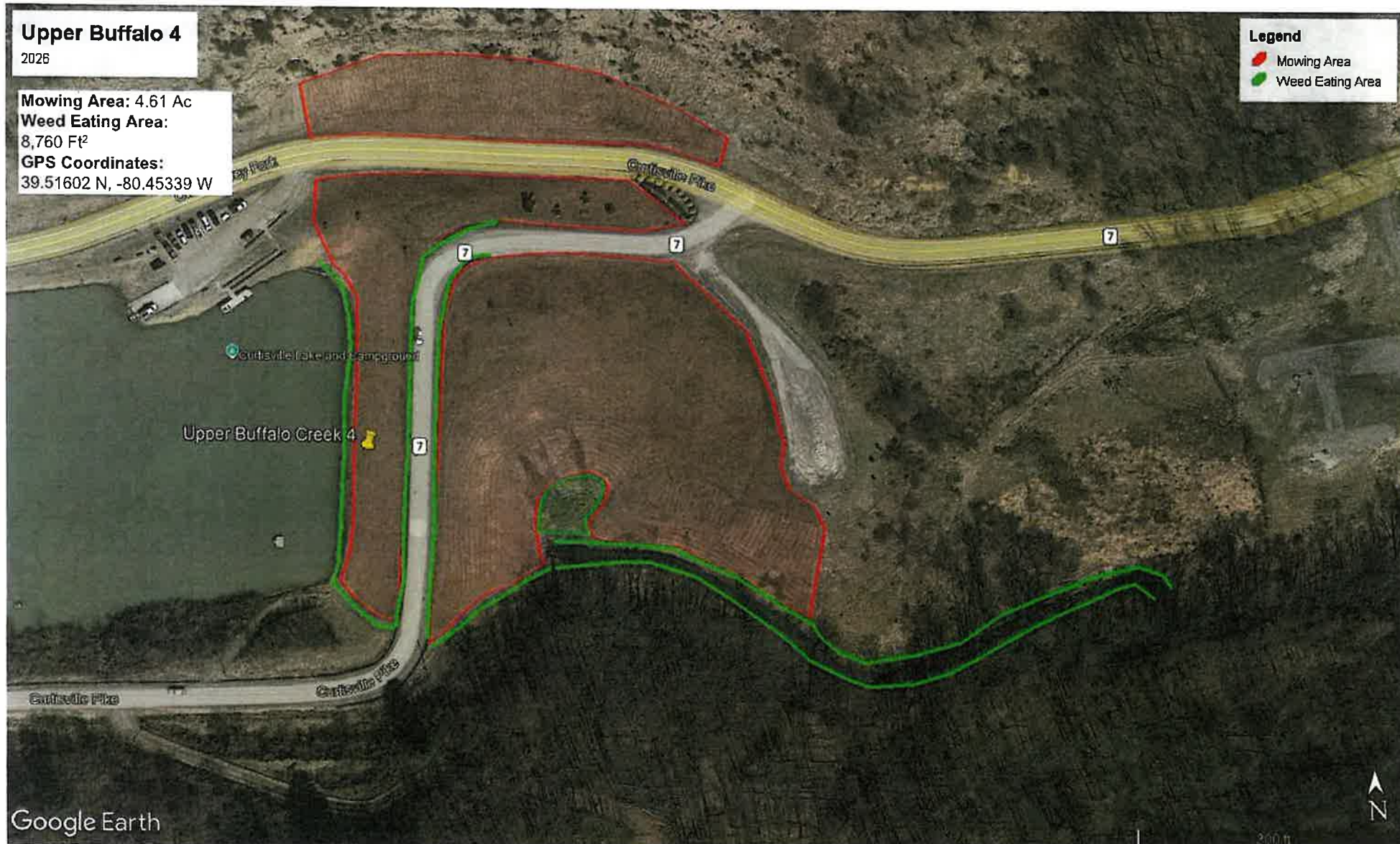
8,760 Ft²

GPS Coordinates:

39.51602 N, -80.45339 W

Legend

-  Mowing Area
-  Weed Eating Area



Polk Creek 1

Mowing Area:
2 Acres

Weedeating Area:
1940 sqft

GPS Coordinates:
39.04525 N, -80.53902 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Polk Creek Dam 1

Jasper Ln

Google Earth

100 ft



Polk Creek 13

Mowing Area:
7.5 Acres

Weedeating Area:
2825 sqft

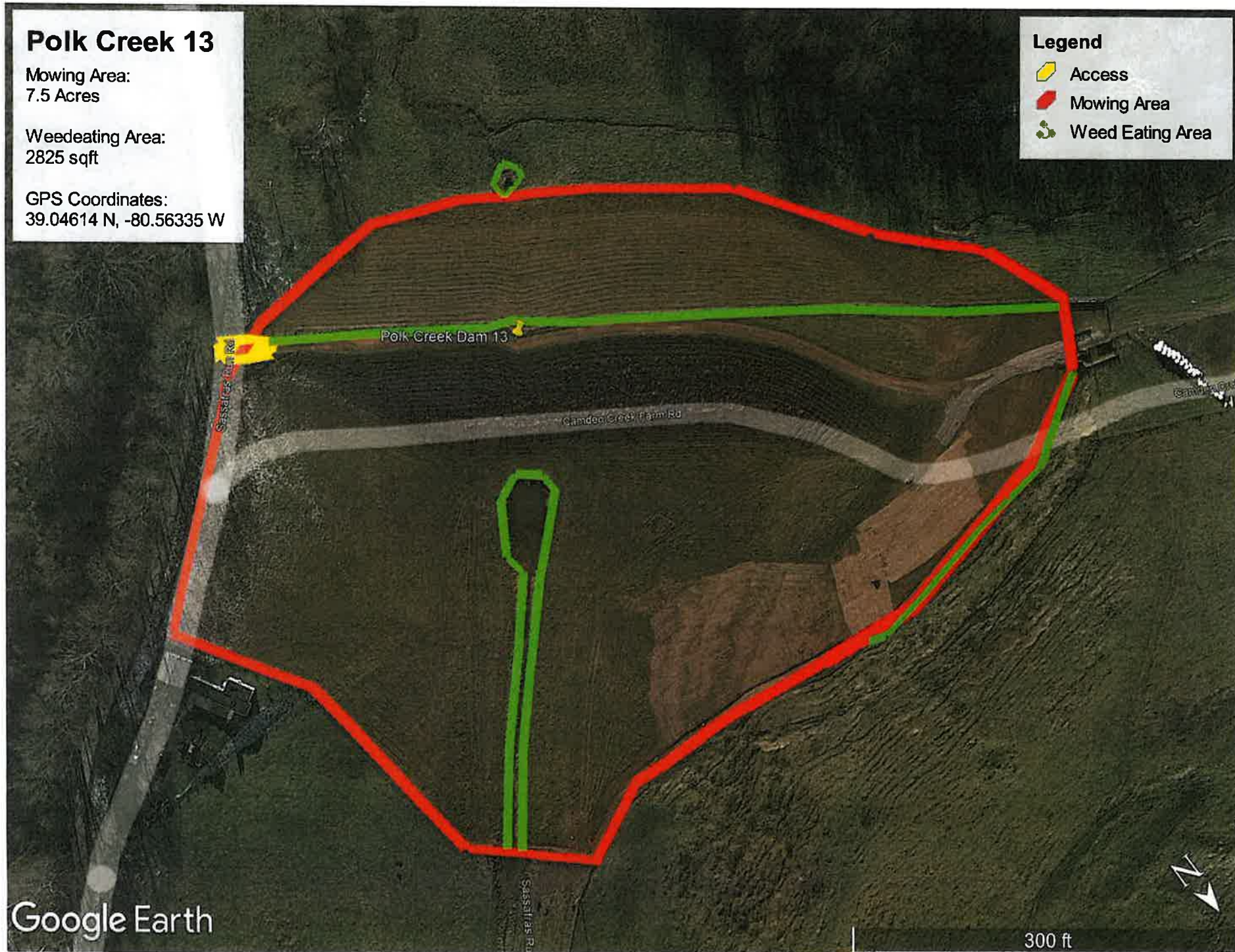
GPS Coordinates:
39.04614 N, -80.56335 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Google Earth

300 ft



Polk Creek 4

Mowing Area:
2.5 Acres

Weedeating Area:
1690 sqft

GPS Coordinates:
39.05504, -80.5717 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Polk Creek Dam 4

Google Earth

100 ft

Polk Creek 5

Mowing Area:
3 Acres

Weedeating Area:
2500 sqft

GPS Coordinates:
39.0653 N, -80.57426 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Polk Creek Dam 5

Google Earth

200 ft



Polk Creek 6

Mowing Area:
2.75 Acres

Weedeating Area:
1280 sqft

GPS Coordinates:
39.05318 N, -80.53808 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Polk Creek Dam 6 

Google Earth

200 ft



Polk Creek 7

Mowing Area:
3.5 Acres

Weedeating Area:
3400 sqft

GPS Coordinates:
39.05476 N, -80.53808 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Polk Creek Dam 7

Dig Fork

Google Earth

300 ft

Polk Creek 8

Mowing Area:
3 Acres

Weedeating Area:
4625 sqft

GPS Coordinates:
39.05549 N, -80.53373 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Polk Creek Dam 8

119/12

Google Earth

300 ft



Polk Creek 9

Mowing Area:
4.4 Acres

Weedeating Area:
4200 sqft

GPS Coordinates:
39.05422 N, -80.516 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Polk Creek Dam 9 

Keith Fork

Google Earth

300 ft

N

Bonds Creek

2026

Mowing Area: 2.43

Weed Eating Area:

1,810 Ft²

GPS Coordinates:

39.3176 N, -80.98321 W

Legend

-  Mowing Area
-  Weed Eating Area

Bonds Creek Dam 1 

Google Earth

2004

North Fork of Hughes River

2026

Mowing Area: 5.93 Ac

Weed Eating Area:

4,800 Ft²

GPS Coordinates:

39.21953 N, -81.09918

Legend

- Mowing Area
- Weed Eating Area

NF of Hughes River Dam

North Fork Hughes River

Hughes River

Google Earth

500 ft



Pocatalco 14

2026

Mowing Area: 5.59 Ac

Weed Eating Area:

4,820 Ft²

GPS Coordinates:

38.67146 N, -81.39448 W

Legend

 Mowing Area

 Weed Eating Area



Pond Run

Mowing Area:
9 Acres

Weedeating Area:
4740 sqft

GPS Coordinates:
39.32685 N, -81.51065 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Pond Run Dam 1

Google Earth

400 ft



Pullman

Mowing Area:
2 Acres

Weedeating Area:
2560 sqft

GPS Coordinates:
39.19378 N, -80.94812 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Google Earth

200 ft



Walker Creek

Mowing Area:
7 Acres

Weedeating Area:
3100 sqft

GPS Coordinates:
39.23948 N, -81.31392 W

Legend

-  Access
-  Mowing Area
-  Weed Eating Area

Walker Creek Dam 

Google Earth

500 ft



Harmon Creek 1

2026

Mowing Area: 5.09 Ac

Weed Eating Area:

1,670 Ft²

GPS Coordinates:

40.38559 N, -80.57733 W

Legend

 Mowing Area

 Weed Eating Area

Harmon Creek Dam 1

Google Earth

300 ft



Harmon Creek 1

2028

Legend

Access Road

Harmon Creek Dam 1

Deer Creek Rd

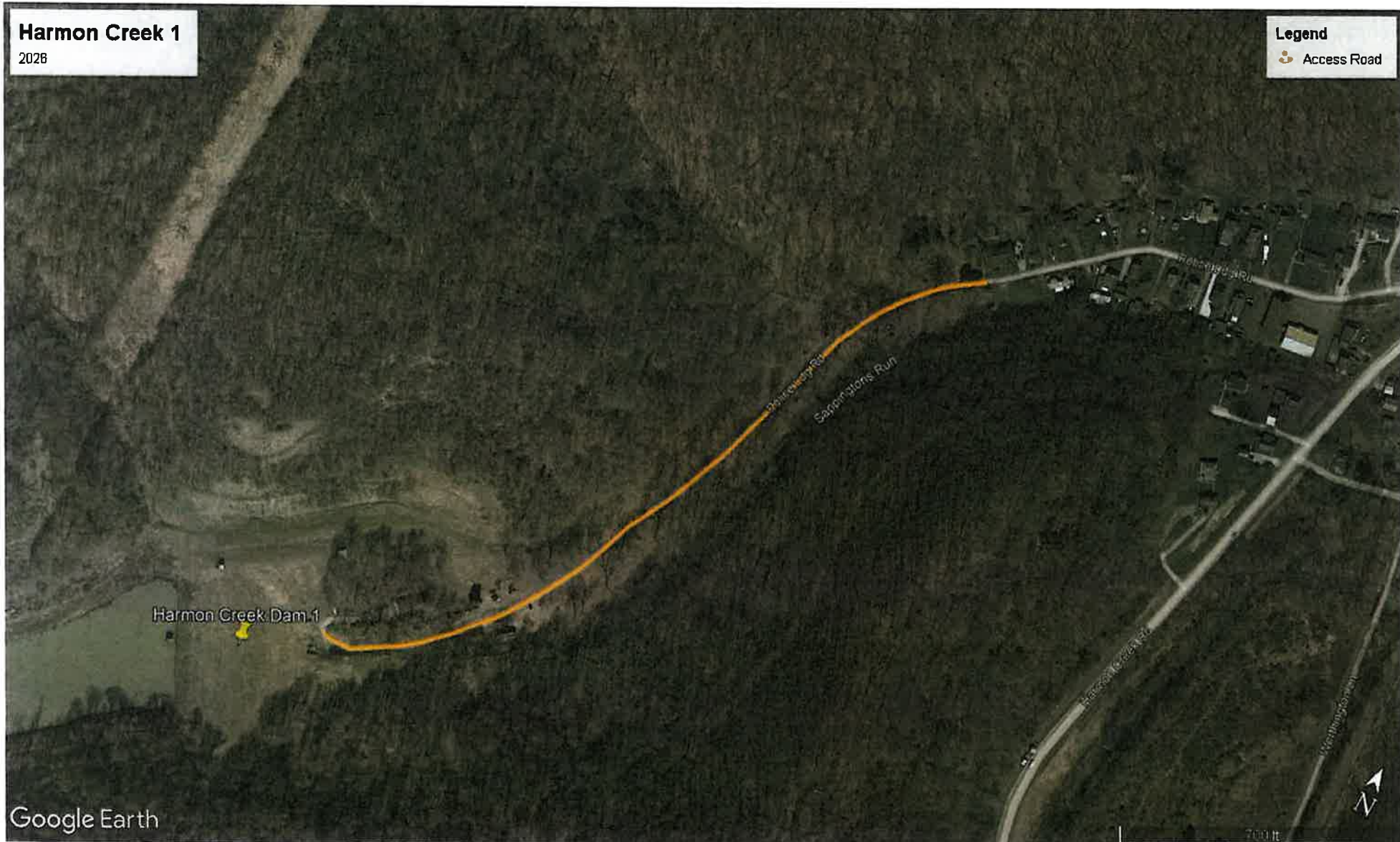
Sappingtons Run

Harmon Creek Rd

Weathering Station

Google Earth

700 ft



Harmon Creek 13

2026

Mowing Area: 4.13 Ac

Weed Eating Area:

1,770 Ft²

GPS Coordinates:

40.36922 N, -80.52909 W

Legend

-  Mowing Area
-  Weed Eating Area

Harmon Creek Dam 13

Google Earth

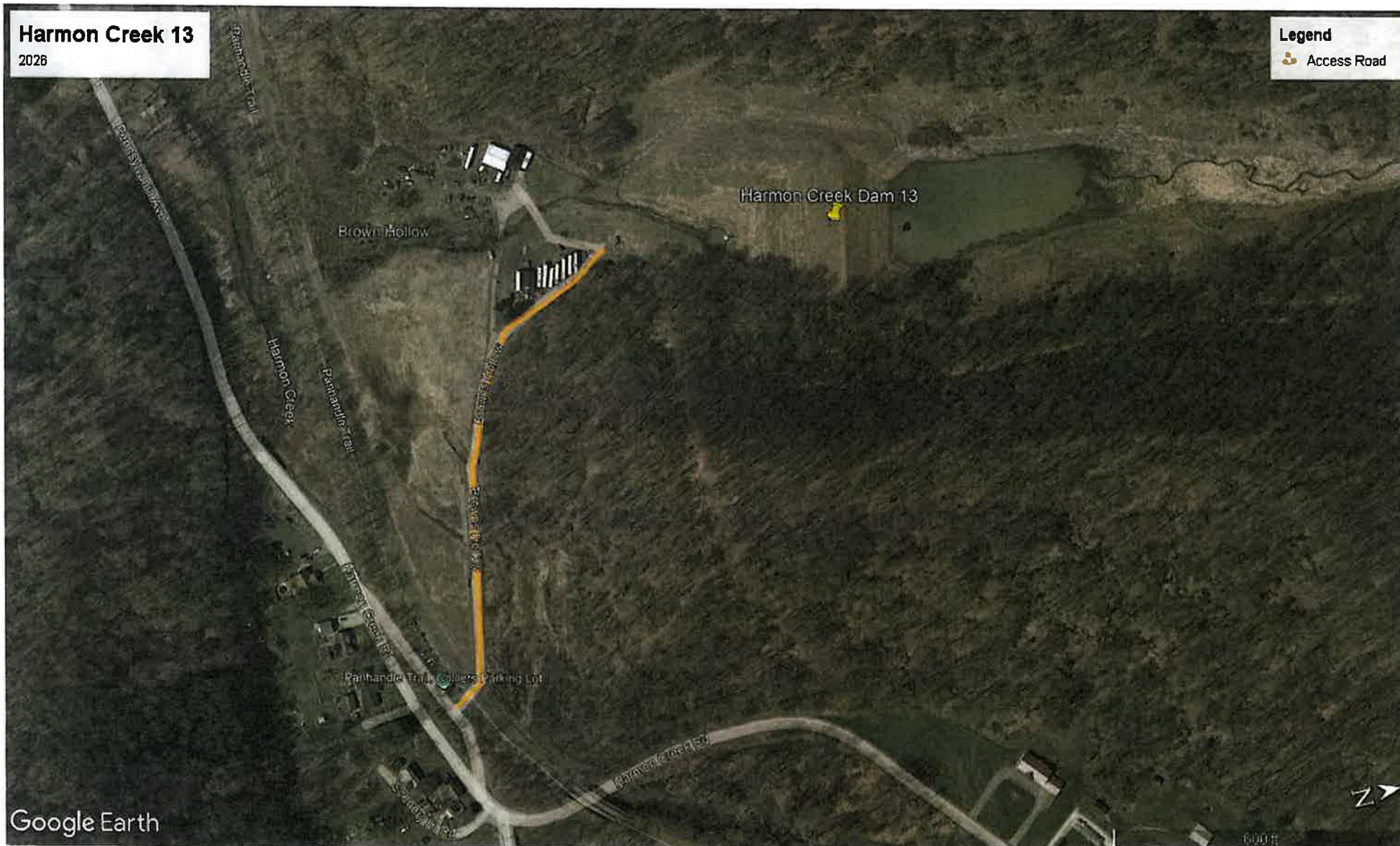
200 ft

Harmon Creek 13

2026

Legend

Access Road







Harmon Creek 14
2026

Legend
Access Road

Google Earth



1000 ft

Harmon Creek 2

2026

Mowing Area: 2.6 Ac

Weed Eating Area:

1,450 Ft²

GPS

40.36857 N, -80.55528 W

Legend

 Mowing Area

 Weed Eating Area

Harmon Creek Dam 2

Low Grove Rd

Low Grove Rd

Low Grove Rd

Google Earth

◀ Z

200 ft

Harmon Creek 3

2026

Mowing Area: 2.45 Ac

Weed Eating Area:

1,540 Ft²

GPS Coordinates:

40.35792 N, -80.54094 W

Legend

-  Mowing Area
-  Weed Eating Area

Harmon Creek Dam 3

Google Earth

200 ft



Harmon Creek 4

2028

Mowing Area: 1.91 Ac

Weed Eating Area:

1,280 Ft²

GPS Coordinates:

40.35636 N, -80.53681 W

Legend

-  Mowing Area
-  Weed Eating Area

Harmon Creek Dam 4

Google Earth

200 ft



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
Service - Misc

Proc Folder: 1983421

Doc Description: Mowing and Weed Eating of Northern Dams

Reason for Modification:

Addendum No. 02

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-29	2026-07-14 13:30	CRFQ 1400 AGR2600000045	3

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. 02

To attach pre-bid sign-in sheet from mandatory pre-bid meeting held on June 26, 2026, at 10:00AM.

Vendor question due date and time still remains 7/02/2026 by 2:00PM EST

Bid opening date and time still remains 07/14/2026 at 1:30PM EST.

No other changes

INVOICE TO

WEST VIRGINIA
CONSERVATION AGENCY
1900 KANAWHA BLVD E

CHARLESTON
US

WV

SHIP TO

WEST VIRGINIA
CONSERVATION AGENCY
WEST VIRGINIA
CONSERVATION AGENCY
255 GUS R DOUGLASS LN

CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mowing and Weed Eating of Northern Dams				

Comm Code	Manufacturer	Specification	Model #
70111710			

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

SOLICITATION NUMBER: CRFQ AGR26*45

Addendum Number: 02

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 pre-bid sign-in sheet from mandatory pre-bid meeting held on June 26, 2026, at 10:00AM.

Vendor question due date and time still remains 7/02/2026 by 2:00PM EST

Bid opening date and time still remains 07/14/2026 at 1:30PM EST.

No other changes

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

Terms and Conditions:

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

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ AGR2600000045

Date of Pre-Bid Meeting: June 26, 2026 10am

Location of Prebid Meeting: 201 Scott Ave, Morgantown

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Spruce Creek Enterprises	Tim Hogue	23 Cambridge Dr Clarksburg WV 26301	(304) 641-3896	—	timhogue@sprucecreekllc.com
Growing Seasons Landscaping	Andrew Brownlee	786 Morganza Rd Canonsburg, PA 15317	412-310-4554	—	info@gsllpgh.com
Solid Rock Exc	Chad Martin	9358 Worth Preston Hwy Albright WV 26519	(304) 276-2371		ty.martin@solidrockinc.net
Anderson Excavating	Steven Jeffries	343 Williams Rd Morgantown WV 26501	304-983-2294	304-983-4755	sjeffries@andersonexcavating.com
C&C Clear Solutions	Josh Klapke	Wheeling, WV 26003 120 Donnor Dr	304-238-3371		@gmail.com cstandclearsolutions
GreenWork Land management LLC	Debby Adkins	84 Plumbers Dr Leon, WV 25123	304-833-389-8468		shawn shawnhadley72@gmail.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

Pre-Bid Sign-In Sheet

Solicitation Number: CRFQ AGR2600000045

Date of Pre-Bid Meeting: June 26, 2026 10am

Location of Prebid Meeting: 201 Scott Ave, Morgantown

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
The Dirt Doctor	Brittany McDaniel	6341 Talbott Rd. Belington, WV 26250 bmedanie@thedirtdoctor.com	304-940-3850		bmedanie@thedirtdoctor.com
Velocity Grounds	Zane Taylor	70 Old Cheat Road Morgantown WV 26508	304-276-4812		Management@VelocityGrounds.com
T and H Hennrich	Tommy Kovch	129 Winding Way Clarksburg WV 26301	304-203-8360		KovchProperties11@gmail.com
Noonrain State Resources, LLC	Lee Berse	951 Canyon Rd Morgantown, WV	304-241-6907		Support@MODARAIN StateResources.com
Anko Construction	Caitlin McCurdy	9805 Fork Ridge Rd Ellen Easton WV 26039	304-639-5947		caite@ankoconstruction.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.



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
Service - Misc

Proc Folder: 1983421			Reason for Modification: Addendum No. 03
Doc Description: Mowing and Weed Eating of Northern Dams			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-08	2026-07-14 13:30	CRFQ 1400 AGR2600000045	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 post answers to vendor questions.

Bid opening date and time still remains 07/14/2026 at 1:30PM EST.

No other changes

INVOICE TO**SHIP TO**WEST VIRGINIA
CONSERVATION AGENCY
1900 KANAWHA BLVD EWEST VIRGINIA
CONSERVATION AGENCY
WEST VIRGINIA
CONSERVATION AGENCY
255 GUS R DOUGLASS LN
CHARLESTON
USCHARLESTON
US

WV

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mowing and Weed Eating of Northern Dams				

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

70111710

Extended Description:

See attached documentation for further details.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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SOLICITATION NUMBER: CRFQ AGR26*45

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 post answers to vendor questions.

Bid opening date and time still remains 07/14/2026 at 1:30PM EST.

No other changes

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

Terms and Conditions:

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

Answers to Vendor Questions:
CRFQ AGR26*45 Northern Dams Mowings and Weed Eating

Question #1:

Has this project been procured in the past?

Agency Answer:

No, this project has not been procured in the past.

Question #2:

What is the frequency that we would be able to invoice, should it be awarded?

Agency Answer:

Vendor will invoice after the mowing/weed eating of each dam.

Question #3:

While at the field portion of the pre-bid, there was an area of Deckers #5 that was listed to be mowed, but since there was long standing water present essentially making that area a swamp and unable to be mowed. Is that something that is done prior to bidding, or would that be changed as needed based on the "per acre" price we provide in the RFP?

Agency Answer:

This will be a decision made when the contract gets to the site. If we decide not to mow that portion, we will survey and deduct that amount from the total acreage from Upper Deckers site #5.

Question #4:

What was last year's contract price for each waterway?

Agency Answer:

We did not contract mowing through the state last year.

Question #5:

Does the contract pay after each waterway is completed, or is payment made once per year?

Agency Answer:

Vendors will invoice after each dam is mowed and weeded.

Answers to Vendor Questions:
CRFQ AGR26*45 Northern Dams Mowings and Weed Eating

Question #6:

Could you please provide a full list of all documents required to be attached/included with the bid? I know the bid sheet and acknowledgement of addenda must be submitted but could you please provide a list of all other required attachments?

Agency Answer:

Vendors are encouraged to view the documents associated with the solicitation CRFQ AGR26*45. The solicitation will provide the list of required documents that are required to be included in the bid.

Question #7:

I believe I understood that the vendors would be permitted to charge mileage from site to site (not from our home location to the site but from site to site) and also a one-time mobilization fee. Is this true and if so, where do we include these rates? I only see a mowing \$/acre and a weed eating \$/sqft on the pricing sheet?

Agency Answer:

Vendors are encouraged to review the specification section 3.1.4 on solicitation CRFQ AGR26*45.

Question #8:

If the vendor elects to perform more weed eating due to site conditions (wet, uneven ground, etc), will we be paid the weed eating price for that area instead of the mowing price?

Agency Answer:

Yes, but the contractor and the Agency will need to agree beforehand.

Question #9:

Please confirm the due date for the bid is July 14, 2026, at 1:30 pm.

Agency Answer:

Bids open on July 14, 2026, at 1:30 pm.

Answers to Vendor Questions:
CRFQ AGR26*45 Northern Dams Mowings and Weed Eating

Question #10:

There was mention at the pre-bid that we would be permitted to include a mobilization fee, however, there isn't a field on the Oasis platform to populate this information.

Does this need to be included in our "per acre" and "per square foot" costs or will there be an amendment that has this field to bid on?

Agency Answer:

Vendors are encouraged to review the specification section 3.1.4 on solicitation CRFQ AGR26*45.

Question #11:

What is the pay schedule? Is it by the dam, the water shed, or completion of all dams?

Agency Answer:

Per the Exhibit A – Pricing Page the unit price is per acre for mowing and per sqft for weedeating.

Question #12:

Is there a list of all required documents that need to be turned in with the bid?

Agency Answer:

Vendors are encouraged to view the documents associated with the solicitation CRFQ AGR26*45. The solicitation will provide the list of required documents that are required to be included in the bid.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGR26*45

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)

☒ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☒ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

Spruce Creek Enterprises LLC

Company

Timothy Hogue

Authorized Signature

07/09/26

Date

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

EXHIBIT A - PRICING PAGE
Mowing/Weed Eating of Northern Dams – Bid Schedule

CRFQ AGR26*45

Specification on Section	Description	Construction Specification - Exhibit B	Estimated Quantities	Unit	Unit Price	Extended Total
3.1.1	Mowing - Regualr			Acres	\$ 200.00	\$
3.1.2	Weed Eating - Regular			Sqft	\$ 0.05	\$
					Total:	\$

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