



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

# Request for Quotation

RFQ NUMBER
DEP13737

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Collins Building & Contracting, Inc.  
 PO Box 277  
 390 Corley Road  
 Flatwoods, WV 26621

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/17/2006				

BID OPENING DATE: 06/22/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$699,565.00
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 3 ACRE ABANDONED MINE PROJECT KNOWN AS THE "WVU TECH DRAINAGE/MORRIS CREEK PHASE II" PROJECT. THE SITE IS LOCATED IN MONTGOMERY, WV (FAYETTE/KANAWHA CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 5/31/06 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>(1) NOTICE TO PROCEED:</p> <p>THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE:</p> <p>(A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE (1) YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAY-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>R. L. Collins, Jr.</i>	304-765-3521	6-21-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	03-0500550	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
  4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
  5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
  6. Payment may only be made after the delivery and acceptance of goods or services.
  7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
  12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
  14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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DATE PRINTED 05/17/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 06/22/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK WHICH DEVELOP DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:</p> <p>(1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY (30) CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:</p>						

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				(A) OBTAINED ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.		
				(B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.		
				(5) TECHNICAL SPECIFICATIONS:  ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "WVU TECH DRAINAGE/MORRIS CREEK PHASE II" PROJECT. SAID PLANS & SPECS ARE INCORPORATED HEREIN BY REFERENCE, AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 28 DRAWINGS AS PREPARED BY TRIAD ENGINEERING, INC.  PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST. SE - BOX 20, CHARLESTON, WV 25304-2345 PH. 304-926-0485 UPON PAYMENT OF \$20.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.		
				(6) PAYMENTS AND COMPLETION:  THE CONTRACTOR SHALL FURNISH TO DEP THE APPLICATIONS FOR PAYMENT IN SIX (6) COPIES. ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED IN THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS FOR PAYMENT. IT IS DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.		

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<p>(7) APPLICATION FOR PARTIAL PAYMENT:</p> <p>THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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VENDOR

BUYER

ENVIRONMENTAL PROTECTION  
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<p>BUYER: 23</p> <p>REQ. NO.: DEP13737</p> <p>BID OPENING DATE: 06/22/2006</p> <p>BID OPENING TIME: 1:30 PM</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE/KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5-1, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p>						

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SHIP TO	ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304	304-926-0499
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<p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 3/91</p>						

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SPECIAL

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	EXHIBIT 7					
	DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS					
	IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ. EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.					
	FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.					
	IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND					

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<p>REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM MUST BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. THIS REQUIREMENT SHALL APPLY TO ALL ADDENDA EXCEPT THOSE ISSUED UNDER EXTENUATING CIRCUMSTANCES.</p> <p>(3) ALL ADDENDA MUST BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY</p>						

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<p>EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 3/88</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... 6-9-06 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>..... SIGNATURE</p> <p>..... Collins Building &amp; Contracting, Inc. .... COMPANY</p> <p>..... June 21, 2006 ..... DATE</p>						

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# Request for Quotation

RFQ NUMBER  
 DEP13737

PAGE  
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 CHUCK BOWMAN  
 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED 05/17/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 06/22/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 3/88					
***** EXHIBIT 12 AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 12/31/06) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THE AVS FORM & PRINTOUT FROM THE AVS OFFICE MUST ACCOMPANY YOUR BID. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB#1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR AVS.OSMRE.GOV ***** CONTRACTORS LICENSE WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: ... Collins Building & Contracting, Inc. .... CONTRACTORS LICENSE NO.: ... WV 22956 .....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

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DATE PRINTED 05/17/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 06/22/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES &amp; REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>CONTACT &amp; PHONE #: DEAN STILTNER, 304-465-1911 OR GO TO WWW.WVDEP.ORG, ABANDONED MINE LANDS, PROJECTS OUT TO BID TO REVEIW PROJECTS.</p> <p>DIRECTIONS: FROM KANAWHA CITY START OUT GOING NE ON 57TH ST. SE TOWARD WV-61/MACCORKLE AVE., SW 0.1 MILES TURN RIGHT ONTO WV-61/MACCORKLE AVE., SE 0.3MILES, MERGE ONTO I64E/I-77S/WV TURNPIKE TOWARD BECKLEY (PORTIONS TOLL) 9.8 MILES, TAKE THE US60/WV61 EXIT (EXIT 85) TOWARD CHELYAN/CEDAR GROVE. 0.8 MILES. TURN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
**DEP13737**

PAGE  
**12**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN  
 304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/17/2006				

BID OPENING DATE: **06/22/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
LEFT ONTO WV61/3RD AVE. 1.1 MILES. TURN SLIGHT RIGHT ONTO WV61/3RD AVE. CONTINUE TO FOLLOW WV61, 9.6 MILES. TURN RIGHT ONTO FAYETTE PIKE, 0.1 MILES. ENTER THE MAIN ENTRANCE TO WVU TECH. CONTINUE UP THE HILL TO UPPER PARKING LOT EAST OF THE LIBRARY.						
***** THIS IS THE END OF RFQ DEP13737 ***** TOTAL:						<u>\$699,565<sup>00</sup></u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**WVU Tech Drainage/Morris Creek Phase 2**

**Requisition # DEP13737  
REVISED PER ADDENDUM #1**

Company Name: Collins Building & Contracting, Inc

006

Address: PO Box 277 390 Corley Road

Flatwoods, WV 26062

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	1	Mobilization & Traffic Control, per lump sum-Not to exceed 10% of total bid amount		20,000
2.00	1	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount		15,000
3.00	1	Quality Control-per lump sum-Not to exceed 3% of total bid amount		5,000
4.00	1	Clearing & Grubbing, per lump sum-Not to exceed 10% of total bid amount		25,000
6.00	3	Revegetation-per acre	4,000	12,000
7.0.0		Drainage Structures		
7.1.1	1700	Type 1 Ditch-per linear foot	30	51,000
7.1.2	175	Type 2 Ditch-per linear foot	30	5,250
7.1.3	100	Type A Ditch-per linear foot	30	3,000
7.1.4	12	Wet Seals-per each	8,000	96,000
7.1.5	5	Modified Wet Seals-per each	8,000	40,000
7.1.6	3	Bat Gates-per each	10,000	30,000
7.1.7	120	6" Diameter HDPE Pipe-per linear foot	10	1,200
7.1.8	70	12" Diameter HDPE Pipe-per linear foot	20	1,400
7.1.9	120	18" Diameter HDPE Pipe-per linear foot	30	3,600
7.1.10	200	24" Diameter HDPE Pipe-per linear foot	50	10,000
7.1.11	370	36" Diameter HDPE Pipe-per linear foot	200	74,000
7.1.12	1000	6" Underdrains-per linear foot	20	20,000
7.1.13	7	Rip Rap Apron-per each	1,000	7,000
7.1.14	2	Grouted Rip Rap Apron-per each	2,500	5,000
7.1.15	21	Limestone Rip Rap-per ton	50	1,050
7.1.16	8	WV DOT Type "G" Inlet-per each	8,000	64,000
7.1.17	3	WV DOT Type "A" Manhole-per each	8,000	24,000
7.1.18	2	Wingwall-per each	2,000	4,000
7.1.19	125	Pilot Holes-per linear foot	200	25,000
7.1.20	125	12 inch Diameter Mine Drains-per linear foot	400	50,000
7.1.21	200	Soda Ash-per 50 lb bag	20	4,000
8.1.1	1215	Straw Bale-Silt Barrier-per linear foot	5	6,075
8.1.2	10	Straw Bale-Check Dam-per each	100	1,000
9.00	2050	Unclassified Excavation-per cubic yard	10	20,500
9.0.1	1.0	Soil Cover-per lump sum		10,000
10.00	1	Chain Link Fence-per lump sum		8,500
11.0.0		Plant Mix Bituminous Pavements		
11.0.1	141	Bituminous Wearing Course (Surface)-per ton	130	18,330
11.0.2	182	Bituminous Base Course-per ton	130	23,660
11.0.3	500	WV DOH 307-1 Crushed Aggregate (Subbase)-per ton	30	15,000
		<b>TOTAL</b>		<b>699,510.5</b>

OMB #1029-0119  
Expiration Date: 12/31/06

### AML CONTRACTOR INFORMATION FORM

You must complete this form to obtain an AVS data evaluation to determine your eligibility as an AML contractor and/or sub-contractor. This is a requirement under 30 CFR 874.16.

#### Part A: General Information

Contractor Name: Collins Building & Contracting, Inc Tax Payer ID No.: 03-0500550  
Address: PO Box 277 390 Corley Road  
City: Flatwoods State: WV Zip Code: 26062 Phone: 304-765-3521  
Fax No.: 304-765-3521 E-mail address: \_\_\_\_\_

#### Part B: Legal Structure

Corporation       Sole Proprietorship       Partnership       LLC  
 Other (please specify) \_\_\_\_\_

**Part C: Certifying and updating information in the AVS.** Select only one of the following options and sign below.

I, Roger L. Collins, Jr, have the express authority to certify that:

\_\_\_\_\_ Information on the **attached** AVS printout is accurate, complete, and up-to-date.  
(NOTE: If you select this option, an AVS printout must accompany this form. Sign below and do not complete Part D.)

\_\_\_\_\_ Part of the information on the **attached** AVS printout is missing or incorrect and AVS needs to be updated as indicated in Part D. Sign below and complete Part D.

Our company currently has no information listed in the AVS. This information must be provided as indicated in Part D. Sign below and complete Part D.

6-21-06  
Date

R. Collins  
Signature

President  
Title

#### Important!

In order to certify to existing information in Part C, you must obtain a copy of the relevant information from AVS. You may contact the AVS Office at 800-643-9748 or request a copy via e-mail from [www.avs.osmre.gov](http://www.avs.osmre.gov) on the Internet.

**Part D.**

**Contractor Name:** Collins Building & Contracting, Inc

If the current information for your company is incorrect in the AVS, or if your company has no information in the AVS, you must provide the information below for the following relationships. Please attach additional information as necessary.

- Company officers (president, vice president, secretary, treasurer, etc.);
- Directors;
- Persons performing a function similar to a Director;
- persons/companies who own or control 10% or more of the voting stock in your company;
- partners (if your company is a partnership);
- members/managers (if your company is a limited liability company);
- any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted

Name	<u>Roger L. Collins, Jr.</u>	Position/Title	<u>President</u>
Address	<u>PO Box 277</u>	Telephone #	<u>304-765-3521</u>
	<u>Flatwoods, WV 26621</u>	% of Ownership	<u>50%</u>
Begin Date:	<u>1-1-03</u>	Ending Date:	<u></u>

Name	<u>Christy Collins</u>	Position/Title	<u>Vice President</u>
Address	<u>PO Box 277</u>	Telephone #	<u>304-765-3521</u>
	<u>Flatwoods, WV 26621</u>	% of Ownership	<u>50%</u>
Begin Date:	<u>1-1-03</u>	Ending Date:	<u></u>

Name	<u>Roger L. Collins, Jr.</u>	Position/Title	<u>Treasurer</u>
Address	<u>PO Box 277</u>	Telephone #	<u>304-765-3521</u>
	<u>Flatwoods, WV 26621</u>	% of Ownership	<u>50%</u>
Begin Date:	<u>1-1-04</u>	Ending Date:	<u></u>

<u>Christy Collins</u>	<u>Secretary</u>
<u>PO Box 277</u>	<u>304-765-3521</u>
<u>Flatwoods, WV 26621</u>	<u>50%</u>
<u>See 1-1-04</u>	

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 SIB, Constitution Ave., NW, Washington, D.C. 20240.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
power of attorney must be attached

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

\_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E)  
as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
\_\_\_\_\_ (H), a corporation organized and existing under the laws  
of the State of \_\_\_\_\_ (I) with its principal office in the City of  
\_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K)  
(\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
has submitted to the Purchasing Section of the Department of Administration  
a certain bid or proposal, attached hereto and made a part hereof to enter into a  
contract in writing for \_\_\_\_\_

\_\_\_\_\_ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate  
seals to be affixed hereto and these presents to be signed by their proper officers,  
this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal

(R)

\_\_\_\_\_ (Q)

(Name of Principal)

By \_\_\_\_\_ (S)

(Must be President or  
Vice President)

\_\_\_\_\_ (T)

Title

(U)

Surety Corporate Seal

\_\_\_\_\_ (V)

(Name of Surety)

\_\_\_\_\_ (X)

Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to  
transact surety insurance. Corporate seals must be affixed, a power of attorney  
must be attached.

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (X) Signature of Attorney in Fact of the  
Surety

NOTE: Dated, Power of Attorney with Raised  
Surety Seal must accompany this bid  
bond.

**A F F I D A V I T****West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

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

**LICENSING:**

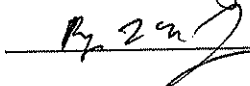
The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Collins Building & Contracting, Inc.

Authorized Signature:  Date: June 21, 2006



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

# Request for Quotation

RFQ NUMBER
DEP13737

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304-558-2157

VENDOR

\*304122954      304-765-3521  
 COLLINS BUILDING & CONTRACTING  
 PO BOX 277  
 390 CORLEY ROAD  
 FLATWOODS WV 26621

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304      304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/09/2006				

BID OPENING DATE: 06/22/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE CHANGES TO THE PLANS AND SPECIFICATIONS, THE CLARIFICATIONS OF THE PLANS AND SPECIFICATIONS, AS WELL AS THE REVISED BID SCHEDULE THAT RESULTED FROM THE PRE-BID MEETING OF 05/31/06 FOR THE WVU-TECH DRAINAGE/MORRIS CREEK PHASE II CONSTRUCTION PROJECT. PLEASE SEE THE ATTACHED FIVE (5) PAGES. BID OPENING DATE AND TIME REMAIN UNCHANGED AS: 06/22/2006 AT 1:30 PM. ***** NO OTHER CHANGES *****						
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Collins Building & Contracting, Inc.  
of Flatwoods, WV, as Principal, and United States Surety  
Compan of Timonium, MD, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP13737 - WVU Tech Drainage/Morris Creek Phase II - According to Plans and Specifications

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
22nd day of June, 2006.

Principal Corporate Seal

Collins Building & Contracting, Inc.  
(Name of Principal)

By: [Signature]  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)

By: [Signature]  
Attorney-in-Fact  
Gregory J. Gordon, WV Resident Agent

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

**UNITED STATES SURETY COMPANY**  
**Power of Attorney Number**

**43380**


KNOWN ALL MEN BY THESE PRESENTS: That United States Surety Company (the "Company"), a corporation organized and existing under the laws of the State of Maryland, does hereby constitute and appoint: **Patricia Ann Fincke, Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Tammy M. Lloyd**

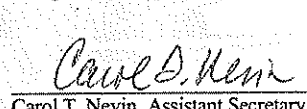
of the City of Charleston, State of West Virginia, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, subject to the following limitations:

**No single bond shall obligate the Company in excess of the sum of Three Million Dollars (\$3,000,000).**

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of United States Surety Company on the 29<sup>th</sup> day of July, 1996.

IN WITNESS WHEREOF, United States Surety Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 19<sup>th</sup> day of July, 2005.

  
Richard E. Klein, President

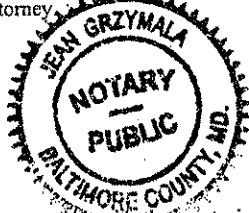
  
Carol T. Nevin, Assistant Secretary

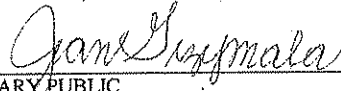


STATE OF MARYLAND  
BALTIMORE COUNTY

SS:

On this 19<sup>th</sup> day of July, A. D. 2005, before me personally came Richard E. Klein, President of the United States Surety Company, and Carol T. Nevin, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Richard E. Klein and Carol T. Nevin were respectively the President and Assistant Secretary of the United States Surety Company, the corporation described in and which executed the foregoing Power of Attorney.



(Signed)   
NOTARY PUBLIC  
My Commission expires the 1<sup>st</sup> day in December, 2008.

RESOLVED, that in connection with the surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to any Power of Attorney issued in accordance with these resolutions ("Powers of Attorney"). All Powers of Attorney for and on behalf of the Company shall be executed in the name and on behalf of the Company, either by the Chair, the President, a Vice President jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signatures of such officers and the seal of the Company may be also be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. Subject to any limitations set forth therein and unless such Power of Attorney is subsequently revoked, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them and unless subsequently revoked, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the Company's Chair, the President, a Vice President, and sealed and attested to by the Corporate Secretary or an Assistant Secretary.

I, Carol T. Nevin, Assistant Secretary of United States Surety Company, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on the 29<sup>th</sup> day of July, 1996, and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of United States Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and affect and has not been revoked.

In testimony whereof, I have hereunto set my hand and the seal of United States Surety Company on this 22<sup>nd</sup> day of June, 2006.



  
Carol T. Nevin, Assistant Secretary