



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  
 DEP14600

PAGE  
 1

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

VENDOR  
 \*709060315 304-422-0025  
 J C BOSLEY CONSTRUCTION INC  
 PO BOX 67  
 MINERAL WELLS WV 26150

SHIP TO  
 ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 ENVIRONMENTAL REMEDIATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/19/2009				

BID OPENING DATE: 03/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND ASSESSMENTS AT VARIOUS LOCATIONS IN WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS &amp; CONDITIONS, THE CERTIFIED PERSONNEL FORM, AND THE ATTACHED BID SCHEDULE.</p> <p>DUE TO THE EXPEDITIOUS MANNER IN WHICH THIS CONTRACT MUST BE EVALUATED, AWARDED, AND ADMINISTERED, THE AGENCY MUST REQUIRE THAT ALL SUBMISSIONS OF KEY PERSONNEL CERTIFICATION BE INCLUDED WITH THE BID SUBMISSION.</p> <p>FURTHERMORE; IT IS PREFERRED THAT ALL CERTIFICATES OF INSURANCE, LICENSES, AND BONDING REQUIRED PRIOR TO THE ISSUANCE OF THE PURCHASE ORDER/CONTRACT BE SUBMITTED BY THE SUCCESSFUL VENDOR(S) WITHIN 48 HOURS OF THE INITIAL REQUEST.</p> <p>VENDORS ARE ENCOURAGED TO THOROUGHLY REVIEW THE FOLLOW-SPECIFICATIONS AND BID REQUIREMENTS OF THE STATE OF WEST VIRGINIA AS WELL AS THE INFORMATION FOR BIDDERS AS SUPPLIED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ATTACHED HERETO.</p> <p>EXHIBIT 3:</p>						

RECEIVED  
 2009 MAR 11 PM 12:50  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Lena Bosley</i>	TELEPHONE 304-422-0025	DATE 3-11-09	
TITLE Bid Secretary	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE	

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 \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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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 case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lena Bosley</i>	TELEPHONE 304-422-0025	DATE 3-11-09
TITLE Bid Secretary	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</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>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR SITE SPECIFIC COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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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<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 NO LESS THAN \$1,000,000.00, FOR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURRENCE AND NOT LESS THAN \$1,000,000.00 AGGREGATE. THE STATE OF WEST VIRGINIA MUST BE NAMED AS THE CERTIFICATE HOLDER.</p> <p>(XX) BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 AND 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 IN THE AMOUNT OF \$25,000.00, PRIOR TO CONTRACT ISSUANCE. 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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE \$5,000.00 BID BOND OR THE \$25,000.00 PERFORMANCE BOND.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Lena Bosley*      TELEPHONE 304-422-0025      DATE 3-11-09

TITLE Bid Secretary      FEIN 55-0691657      ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: J.C. Bosley Construction, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV003012</p> <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 AND REGULATIONS, 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>NOTICE</p>						

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<p>A 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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      CB-23</p> <p>RFQ. NO.:      DEP14600</p> <p>BID OPENING DATE:      03/11/2009</p> <p>BID OPENING TIME:      1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            304-422-0414</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            Jeff Stevens</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Lena Bosley</i>	TELEPHONE 304-422-0025	DATE 3-11-09	
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DEP14600

Addendum #1

Question #1:

"How are we to handle overnight stays if there are any?"

Answer:

Vendor will be paid only for work performed as agreed upon in the work directive, and as per the unit prices established in the contract.

Question #2:

"Is this prevailing wage for the personnel other than the equipment operators and labors such as the Tech people?"

Answer:

All applicable prevailing wage rates apply.



**REQUEST FOR QUOTES**

**WEST VIRGINIA DEPARTMENT  
of  
ENVIRONMENTAL PROTECTION**

***OFFICE OF ENVIRONMENTAL REMEDIATION***

**DEP14600**

**Removal of Underground Storage Tanks and Assessments  
at  
Various Locations in West Virginia**

## INFORMATION FOR BIDDERS

008

The State of West Virginia, Department of Environmental Protection, Office of Environmental Remediation is requesting quotes for removal of abandoned Underground Storage Tanks (USTs) and assessments for all of West Virginia. There will be no engineering services for this contract.

DEP will enter into an open-end contract for these services and reserves the right to award this contract up to 10 vendors. Work Directives will be issued for individual or multiple sites or projects in accordance with the criteria set forth in this RFQ.

The contract shall become effective from the date of award and shall continue for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract or renew the original contract. The reasonable time period shall not exceed twelve (12) months. During said reasonable time, the Contractor may terminate this contract for any reason upon giving the State thirty (30) days written notice.

WVDEP expects to receive a minimum of \$1.6 million dollars through the economic stimulus package for cleanup of leaking underground storage tank sites within the first 16 months of this contract, in addition to current allotted funds for such work.

**\* All work is expected to be issued and completed in an expeditious manner.**

### **BACKGROUND**

It is the intent of this contract to reduce West Virginia's backlog of low priority leaking underground storage tank sites by addressing these sites that are abandoned, where the owner has an inability to pay for clean-ups, or where the owner has been served an enforcement order to clean up but has been recalcitrant to state enforcement actions.

### **SERVICES REQUIRED**

The WVDEP/OER is requesting quotes to properly close multiple underground storage tanks varying in sizes and performing assessments at various locations throughout West Virginia.

The WVDEP/OER shall be responsible for retaining the right of entries. The WVDEP/OER shall be responsible for collection and analyses of soil and water samples during closure activities.

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including, but not limited to, employees, traffic control, and utility location verification. The Contractor will be responsible for contacting Miss Utility. The Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.

The Contractor shall take such steps as are required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure technical compliance.

In accomplishing services to fulfill the requirements of this RFQ, neither the Contractor nor his subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

It is the responsibility of the contractor to pay his or her employees the prevailing wage rate for the county in which they are working. A certified payroll may be requested.

The Contractor must have a "Class B" WVDEP certified person on site during closures of USTs as required by State Regulations and all boring/drilling activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

Contractor's critical personnel at the job site shall have completed the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29CFR 1910.120.

Contractor must submit at least one Class B WVDEP certified UST remover's name, certification number and expiration date on the **attached** schedule.

**SAMPLE: Please complete attached schedule form.**

Certified Class B person(s):		
Name: _____	Certification Number: _____	Exp. Date: _____
Name: _____	Certification Number: _____	Exp. Date: _____
Name: _____	Certification Number: _____	Exp. Date: _____

Contractor must submit at least one Certified Monitoring Well Driller's name, certification number and expiration date on the **attached** schedule.

**SAMPLE: Please complete attached schedule form.**

Certified Monitoring Well Driller:		
Name: _____	Certification Number: _____	Exp. Date: _____
Name: _____	Certification Number: _____	Exp. Date: _____
Name: _____	Certification Number: _____	Exp. Date: _____

Contractor must submit all critical certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course on the **attached** schedule.

**SAMPLE: Please complete attached schedule form.**

40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons:			
Name: _____	Certified Y/N	___ 8 hr. Refresher Date:	_____
Name: _____	Certified Y/N	___ 8 hr. Refresher Date:	_____
Name: _____	Certified Y/N	___ 8 hr. Refresher Date:	_____

Prior to commencement of work, the Contractor's equipment shall be inspected and shall be subject to the approval of WVDEP. If the equipment delivered to the site does not meet the requirements specified in this contract, or if, as a result of frequent breakdowns after the equipment is in use or other causes, the original equipment cannot be operated efficiently, the Contractor shall deliver to the site satisfactorily replacement equipment. No additional payment shall be allowed for replacement of defective or inadequate equipment. WVDEP shall be the final judge as to the adequacy of the equipment.

Underground storage tank closures and assessments shall be in accordance to all Federal and State regulations. The successful vendor must be capable of having an individual present at the underground storage tank (UST) site and capable of exercising supervisory control over the closure (removal/close in place).

The contractor shall post a sign, furnished by WVDEP, at each project. This sign must be maintained and posted at each site where work is performed under this contract. The cost and maintenance of the sign shall be considered incidental and is not part of this contract. The sign will become the responsibility of the contractor and if lost, stolen or damaged, it shall be repaired or replaced by the contractor at no cost to WVDEP.

The State hereby notifies the Contractor that work is to be performed on property, where the contractor's employees may be exposed to petroleum contamination and other hazardous materials existing at Leaking Underground Storage Tank sites.

**GENERAL CONDITIONS (Please refer to the West Virginia Purchasing Division's standard exhibit language contained in the Purchasing Division's Request for Quotation forms at the beginning of this document for complete descriptions and requirements regarding the Bond and Insurance sections noted below.)**

• **Bonds and Insurance**

**Bid Bond** will be required. This is an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid. WV State Purchasing shall list the amount of the bond.

011

Performance Bond will be required. This is an insurance agreement in which a valid surety agrees to be liable to pay a certain amount of money in the event a vendor fails to perform a contract as bid. WV State Purchasing shall list the amount of the bond.

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

- **Life of Contract**

This contract becomes effective upon award and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 days written notice.

This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

- **Ordering Procedure**

A. This is an indefinite quantity contract for the services specified in this RFQ for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.

B. Work will be ordered by WVDEP by issuance of a Work Directive which shall include the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed.

C. A Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.

D. The Work Directive shall be awarded in the following manner:

- To the first lowest awarded vendor.
- The work directive will include an acceptance/refusal form that must be completed, signed and returned to the WVDEP by email or fax within specified time frames.
- If the vendor accepts the work directive, then a work plan and cost proposal will be required from the vendor in the timeframe as specified in the work directive. **Expect expedited timeframes.**

- If the vendor refuses or does not return the acceptance/refusal form, the work directive will be offered to the 2nd awarded vendor and then to the next vendor in consecutive order of lowest bid until it is accepted and work is started.
  - The Contractor's submitted work plan and cost proposal which contains the quantity estimates shall be in accordance the unit prices provided in the response to this RFQ. If work plan and cost proposal is approved, the WVDEP will issue a Notice to Proceed which will specify cost of project and starting and ending dates.
  - The vendor shall not begin work until a signed NOTICE TO PROCEED has been issued by the WVDEP.
  - If the vendor, after being issued a NOTICE TO PROCEED, fails to mobilize to the site and/or does not begin work within 24 hours of the starting date on the NOTICE TO PROCEED, the vendor will be notified to CEASE AND DESIST and the next vendor in consecutive order of lowest bid will be notified immediately to submit a work plan and cost proposal.
  - Vendor is hereby notified that Work Directives may be issued with expedited time frames which may require the contractor to mobilize to the site within a 24 hour period after the work directive is approved by the WVDEP.
- E. Project costs should not exceed the amount of the Work Directive. Any changes pertaining to the Work Directive shall require written justification and approval from WVDEP.
- **Invoicing & Payments**
    - A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order and Work Directive.
    - B. The Contractor shall submit an invoice within 5 days after the completion of work specified in the Work Directive. Invoices must be submitted for each individual project/work directive and must contain Project Name, Project Number, Work Directive number, LUST number, WV ID number, performance period (beginning and ending date work was performed). The Notice to Proceed date shall be the beginning of the performance period. The State may retain ten percent (10%) of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor and other expenses incurred during the billing period, work accomplished during the billing period and the work yet to be accomplished. Invoices showing costs (unit prices) not clearly identifiable will not be paid. Also, no invoices will be paid in excess of amount on Work Directive. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.
    - C. Before any invoice is processed for payment, the work performed during the specified timeframe shall be verified by an oversight contractor hired by WVDEP and/or WVDEP's Project Manager overseeing the project.

- **Changes in the Contract**

The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by a Change Order. A Change Order signed by both the State and Contractor indicates both parties' agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined by mutual acceptance of properly documented unit prices.

- **Default**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the WVDEP, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any additional purchases and administrative cost. This remedy shall be in addition to any other remedies available to WVDEP.

**Line Item Descriptions**

1. Removal and proper disposal of petroleum contaminated water, rinsate and/or product.

This item will include all certified Class B personnel time, labor, equipment (i.e. vac truck), materials, manifests and disposal/recycling costs associated with the removal and recycling/disposal of petroleum-contaminated water and/or product. This item also includes water used for decontamination purposes. (Do not include transportation cost of these liquids on this line -- use line item #2). The vendor shall provide approved DOT-17C drums for containing the petroleum-contaminated water for recycling/disposal, if needed. This item shall be paid on a per gallon basis.

2. Transportation of petroleum contaminated water, rinsate and/or product to disposal facility.

This item will include all costs for transporting the petroleum-contaminated liquids from the site to a proper disposal and/or recycling facility. This item shall be paid per mile based upon direct road mileage from the site to the disposal facility.

3. Purge vapors from UST to < 10 % LEL

This item shall include all certified Class B personnel time, labor, material, equipment, and all other ancillary equipment necessary to purge vapors from the UST to less than 10% LEL. This item shall be paid on a per tank basis.

4. Excavation and extraction of UST/piping from the ground.

This item shall include all certified Class B personnel time, labor, material, equipment, and all other ancillary equipment necessary to excavate and extract the UST and associated piping from the ground. This item shall be paid on a per 1,000 gallon tank volume basis.

5. Cut openings and clean sludges from the UST.

This item shall include all certified Class B personnel time, labor, material, equipment, DOT drums, and all other ancillary equipment necessary to cut and clean the UST. This item shall be paid on a per tank basis.

6. Dispose/scrap cleaned UST.

This item shall include all labor, equipment, transportation and disposal costs for proper disposal of cleaned UST and shall also include disposal ticket. This item shall be paid on a per tank basis.

7. Disposal of tank cleaning sludges.

This item shall include all certified Class B personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and disposal of tank cleaning sludges. This item shall be paid per approved DOT drum.

8. Segregate and stockpile petroleum contaminated soils.



This item shall include the segregation of contaminated vs. uncontaminated soils and stockpile contaminated soils/debris on site on 6-mil black plastic and cover with 6-mil black plastic in a manner to prevent runoff of contaminated material. This item shall include all labor, material, equipment and all other ancillary equipment necessary to segregate and stockpile the contaminated soil. This item shall be paid on a per tonnage rate.

9. Disposal of petroleum-contaminated soil at a state approved landfill.

Load, transport and properly dispose of petroleum-contaminated soil at a state approved landfill and supply manifests. Unit price also includes loader, loader operator time, trucks, truck driver time, transportation to landfill, landfill-tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the petroleum contaminated soil, (per ton).

10. Petroleum Contaminated Soil Treatment at an Incineration or Bioremediation Facility

This item shall include loading, transport and proper disposal of petroleum-contaminated soil at an approved Incineration or Bioremediation Facility and supply manifests. Unit price also includes loader, loader operator time, trucks, truck driver time, and transportation to facility, tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the petroleum contaminated soil. (per ton)

11. Proper disposal of non-hazardous materials such as broken concrete slabs, piping & etc.

Load, transport and properly dispose of non-hazardous materials such as broken concrete slabs, piping & etc at a state approved landfill and supply disposal receipts. Unit price includes loader operator time, truck driver time, transportation to landfill, landfill-tipping fees and all other cost (including any labor) for loading, transporting and properly disposing of the non-hazardous materials. (per ton)

12. Backfill excavations.

This item shall include the amount of crusher run necessary to properly backfill the excavation including compaction of backfill material. This item shall also include all labor, material, equipment and all other ancillary equipment necessary to properly backfill and compact material in the excavation. This item shall be paid on a per tonnage rate.

13. Mobilization and demobilization.

This item shall include all transportation cost of equipment to and from site. This item shall be a lump sum price. (This item does not include transportation of contaminated liquids to disposal facility - see item # 2; transportation of Direct Push Equipment to and from site-see line item # 19 or transportation cost of equipment associated with EFR-see line item #30)

14. Cutting and removal of asphalt or concrete.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to cut and remove asphalt or concrete before excavation. This item shall be paid on a per sq. ft. basis.

15. Asphalt disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to asphalt disturbed excavation area. Asphalt area with 2 lifts of 2 inches of wearing 1 asphalt after compaction. Mill edges. This item shall be paid on a per sq. ft. basis.

16. Concrete disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to concrete disturbed excavation area. This item shall be paid on a per cu. yd. basis.

17. Fill UST with concrete slurry.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1,000-gallon UST, in place, with 500 p.s.i. concrete slurry. This item shall be paid on a per 1,000 gallon tank volume basis.

18. Fill UST with inert foam material.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1,000 gallon UST, in place, with an inert foam material that has a density of at least 0.8 pounds per cubic foot and a shrinkage upon hardening of less than 1 %. This item shall be paid on a per 1,000 gallon tank volume basis.

19. Direct Push Equipment

This item shall include all personnel (certified well driller/operator), equipment, materials, and transportation of Direct Push Equipment to and from the site. This price includes discrete interval soil sampling and or continuous coring. This item shall be paid on a per day basis.

20. Direct Push Temporary Groundwater Sampler.

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install a temporary groundwater monitoring sampler (well). This item shall be paid on a per linear foot basis.

21. Direct Push Prepack well screens (0.010 in. slots) 1.4 inches OD (0.5 in. or 0.75 in. ID)

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers with locking plugs and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, and depth and length of well screen. This item shall be paid on a per linear foot basis.

22. Direct Push Prepack well screens (0.010 in. slots) 2.5 inches OD (1.0 in. or 1.5 in. ID).

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers with locking plugs and permanent identification tags which shall at a minimum contain well id number, date of installation, well depth, depth and length of well screen. This item shall be paid on a per linear foot basis.

23. Low Flow Sampling Equipment

This item shall include all personnel time, labor, material, tubing, pump, and all other ancillary equipment and monitors necessary to properly conduct low flow purging of groundwater monitoring wells. This item shall be paid on a per day basis.

24. Well Abandonment – 2 inch wells

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon a 2-inch groundwater monitoring well. This item shall be paid on a per linear foot basis.

25. Well Abandonment – 4 inch wells

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon a 4-inch groundwater monitoring well. This item shall be paid on a per linear foot basis.

26. Borehole (and Corehole) abandonment

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon bore-core holes. This item shall be paid on a per linear foot basis.

27. IDW Disposal

This item shall include all personnel time, labor, equipment, materials, transportation, manifests and disposal/recycling costs associated with the removal and disposal of any non hazardous derived waste associated with assessments. This item shall be paid per approved DOT drum.

28. Dot 17-C Drums

This item shall be an approved DOT 17-C 55-gallon drum, (each).

29. Laborer

This person shall be capable of doing physical tasks such as (but not limited to) sample collection, data collection, decontamination procedures, and field reconnaissance. Rate includes travel, lodging (if necessary) and per diem. Paid on a per hour basis.

30. Enhanced Fluid Recovery (EFR)

This item shall include operator, vacuum truck, mobilization and demobilization of equipment to and from site, at least Level D PPE, PVC manifolds, well stingers, all other associated equipment/ personnel, and including setup, breakdown, and gauging wells. Per day shall be a minimum 8-hour event or approximately 2000 gallons of liquids whichever comes first, (per day)

### 31. Progress and Tracking Report

This item shall include all labor, material, word processing, postage, and all other associated material/personnel necessary to complete and to submit to WVDEP a progress and tracking report once every quarter (once every three months). This report must contain but may not be limited to the following information: 1) The number of people you employed at the beginning of this contract. 2) Number of new employees hired during the quarter. 3) How many work directives were you awarded under this contract for this quarter? 4) Identify all other companies and/or subcontractors utilized under this contract, the number of employees they had at the beginning of the contract and how many new employees they hired during this quarter. 5) Summary of amount of units used during this period. WVDEP shall furnish contractor with appropriate forms to be completed pertaining to this line item. It is estimated that the time to complete this report should not exceed one hour. This item shall be paid on a per report basis.

### 32. Complete Reports and Submittal

This item shall include all labor, material, word processing, postage, and site sketches necessary to complete and to submit to the proper WVDEP office all forms and reports such as closure reports and monitoring well logs as required by each specific project. This item shall be paid on a per report basis.

### 33. Backhoe Loader (Cat 416 type or equivalent)

This item shall include loader, operator and all associated operating costs. This item shall not be used for UST removal but for all other trenching, exploration or excavation when necessary, (per day).

### 34. Reclaim disturbed areas

This item shall include all labor, material, equipment, and all other ancillary equipment necessary to regrade, fertilize, lime, mulch and seed disturbed vegetated areas. This item shall be paid on a per sq. ft. basis.

### 35. Oxygen Releasing Compound (Advanced Powder or equivalent)

This item shall include cost of powder, all shipping and handling costs (per lb.)

### 36. Combustible Gas/Oxygen Meter

This item is for the use of a hand held portable fully calibrated Combustible Gas/Oxygen Meter for detecting combustible hydrocarbon gases and oxygen. Must be capable of detecting LEL (lower explosion limit) and oxygen in percentages. This line item includes meter, calibration kit and all other accessories necessary to

accurately detect combustible hydrocarbon gases and percentage of oxygen, (per day).

37. Organic Vapor Analyzer (PID)

This item is for the use of a hand held portable Photo Ionization Detector (PID). Must have the standard 10.6 eV lamp and be able to measure volatile organic compounds such as benzene. This line item includes meter, calibration kit and all other accessories necessary to accurately detect volatile organic compounds with 1-PPM detection, (per day).

DEP14600  
CERTIFIED PERSONNEL

020

Vendor Name: J.C. Bosley Construction, Inc.

Contractor must submit at least one Class B WVDEP certified UST remover's name, certification number and expiration date:

Certified Class B person(s):		
Name: <u>Jeffrey J. Stevens</u>	Certification Number: <u>AB112</u>	Exp. Date: <u>12-31-10</u>
Name: <u>Kevin M. Bosley</u>	Certification Number: <u>AB133</u>	Exp. Date: <u>12-31-10</u>
Name: <u>Scott Fore</u>	Certification Number: <u>AB147</u>	Exp. Date: <u>12-31-10</u>

Contractor must submit at least one Certified Monitoring Well Driller's name, certification number and expiration date:

Certified Monitoring Well Driller:		
Name: <u>William Cavender</u>	Certification Number: <u>WV00437</u>	Exp. Date: <u>4-5-09</u>
Name: _____	Certification Number: _____	Exp. Date: _____
Name: _____	Certification Number: _____	Exp. Date: _____

Contractor must submit all critical certified personnel's full name and date of 8 hr. refresher course for 40-hour health and safety training course:

40 Hr. HAZWOPER and 8 hr. refresher date- Certified persons:			
Name: <u>Jeffrey J. Stevens</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>12-19-08</u>
Name: <u>Jeffrey A. Bosley</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>12-19-08</u>
Name: <u>Gregory A. Sturms</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>12-19-08</u>
Name: <u>John Trippett</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>12-19-08</u>
Name: <u>Scott Fore</u>	Certified Y/N	<u>Y</u>	8 hr. Refresher Date: <u>12-19-08</u>
Name: _____	Certified Y/N	_____	8 hr. Refresher Date: _____

## PURCHASING CONTINUATION SHEET

Buyer: <b>021</b> Chuck Bowman	Req/PD DEP14600
Spending Unit: WVDEP/DLR/OER	

Removal of USTs and Assessments  
at  
Various Locations in West Virginia

Item No.	Quantity	Description	Unit Price	Amount
1	10,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	\$ .98	\$ 9,800.00
2	1,000	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per mile)	\$ 2.34	\$ 2,340.00
3	100	Purge vapors from UST to <10% LEL. (per tank)	\$ 460.00	\$ 46,000.00
4	100	Excavate and extract UST / piping from the ground. (per 1,000 gallon tank volume)	\$ 1,690.00	\$ 169,000.00
5	100	Cut openings in UST and clean sludges from them. (per tank)	\$ 480.00	\$ 48,000.00
6	100	Dispose / scrap cleaned UST. (per tank)	\$ 208.00	\$ 20,800.00
7	50	Disposal of tank-cleaning sludges. (per drum)	\$ 423.00	\$ 21,150.00
8	15,000	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on-site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	\$ 4.30	\$ 64,500.00
9	10,000	Disposal of petroleum-contaminated soil at a state approved landfill Unit price includes landfill tipping fees and etc. (per ton)	\$ 82.90	\$ 829,000.00
10	5,000	Petroleum Contaminated Soil Treatment at an Incineration or Bioremediation Facility. Unit price includes tipping fees and etc. (per ton)	\$ 94.00	\$ 470,000.00
11	1,000	Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc. (per ton)	\$ 60.00	\$ 60,000.00
12	3,000	Backfill excavations with crusher run. (per ton)	\$ 38.00	\$ 114,000.00
13	500	Mobilization and demobilization. (lump sum)	\$ 1,100.00	\$ 550,000.00
14	3,500	Cutting and removal of asphalt or concrete (per sq. ft)	\$ 2.90	\$ 10,150.00
15	2,500	Asphalt disturbed excavation area (per sq. ft.)	\$ 4.72	\$ 11,800.00
16	1,000	Concrete disturbed excavation area (per cu. yd.)	\$ 380.00	\$ 380,000.00
17	10	Fill UST with concrete slurry (per 1,000 gallon tank volume)	\$ 580.00	\$ 5,800.00

18	5	Fill UST with inert foam material (per 1,000 gallons tank volume)	\$ 680.00	\$ 3,400.00
19	30	Direct Push Equipment (per day)	\$ 2,100.00	\$ 63,000.00
20	500	Direct Push Temporary Groundwater Sampler (per linear foot)	\$ 5.00	\$ 2,500.00
21	500	Direct Push Prepack well screen 1.4 inches OD (per linear foot)	\$ 21.00	\$ 10,500.00
22	500	Direct Push Prepack well screen 2.5 inches OD (per linear foot)	\$ 23.00	\$ 11,500.00
23	30	Low Flow Sampling Equipment (per day)	\$ 620.00	\$ 18,600.00
24	500	Well Abandonment-2 inch wells (per linear foot)	\$ 12.00	\$ 6,000.00
25	500	Well Abandonment-4 inch wells (per linear foot)	\$ 14.00	\$ 7,000.00
26	500	Borehole (and Corehole) abandonment (per linear foot)	\$ 4.95	\$ 2,475.00
27	10	IDW Disposal (per drum)	\$ 120.00	\$ 1,200.00
28	25	Dot 17-C Drums (each)	\$ 64.00	\$ 1,600.00
29	200	Laborer (per hour)	\$ 82.00	\$ 16,400.00
30	20	Enhanced Fluid Recovery (EFR) (per day)	\$ 2,260.00	\$ 45,200.00
31	35	Progress and Tracking Report (each)	\$ 150.00	\$ 5,250.00
32	35	Complete Reports and Submittal (each)	\$ 500.00	\$ 17,500.00
33	10	Backhoe Loader Cat 416 type or equivalent (per day)	\$ 930.00	\$ 9,300.00
34	2,000	Reclaim disturbed areas (per sq ft.)	\$ .65	\$ 1,300.00
35	100	Oxygen Releasing Compound Advanced Powder or equivalent (per lb.)	\$ 24.00	\$ 2,400.00
36	20	Combustible Gas/Oxygen Meter (per day)	\$ 150.00	\$ 3,000.00
37	20	Organic Vapor Analyzer (PID) (per day)	\$ 400.00	\$ 8,000.00

TOTAL =

\$ 3,048,465.00



STATE OF WEST VIRGINIA  
Purchasing Division

025

**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: J.C. Bosley Construction, Inc.

Authorized Signature: \_\_\_\_\_

Date: 3-11-09

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J.C. Bosley Construction, Inc.  
of 1 Bosley Ave., Parkersburg WV 26101, as Principal, and Travelers Casualty and Surety  
of Hartford, Connecticut, a corporation organized and existing under the laws of the State of Connecticut  
Company of America  
with its principal office in the City of Hartford, Ct., as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Thousand Dollars and (\$ 5,000.00) 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  
Removal of Underground Storage Tanks - Various Locations throughout WV

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  
11th day of March, 2009.

Principal Corporate Seal

J.C. Bosley Construction, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President) John C. Bosley, Sr.  
President  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)  
[Signature]  
Sandy Kruger / Attorney-in-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220648

Certificate No. 002718832

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Linda M. Cowin, David W. Myer, Frank P. Middelberg, Kyp L. Ross, Melissa M. Lear, Bruce W. Lockhart, Kathy Van Tassel, Louis A. Colagrossi, Robert W. Lampus, Robert R. Eirons, Kelley J. Wisor, and Sandy Kruger

of the City of Rocky River, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of November, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 25th day of November, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of March, 2009

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

*State of West Virginia*  
*Offices of the Insurance Commissioner*  
*Certificate of Authority*


*Whereas*, TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA domiciled in the State of Connecticut has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

*Therefore*, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(b) -- ACCIDENT & SICKNESS  
ARTICLE 1, SECTION 10(c) -- FIRE  
ARTICLE 1, SECTION 10(d) -- MARINE  
ARTICLE 1, SECTION 10(e) -- CASUALTY  
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31<sup>st</sup> day of May, 2009, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

*In Testimony Whereof*, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1<sup>st</sup> day of June, 2008.

  
Jane L. Cline  
Insurance Commissioner



WV File #0069

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2008

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 101,379,041	UNEARNED PREMIUMS	\$ 825,843,836
BONDS	3,366,113,695	LOSSES	978,657,434
STOCK	13,398,405	LOSS ADJUSTMENT EXPENSES	205,777,083
INVESTMENT INCOME DUE AND ACCRUED	43,075,530	COMMISSIONS	30,972,464
PREMIUM BALANCES	290,407,551	TAXES, LICENSES AND FEES	28,855,278
NET DEFERRED TAX ASSET	39,490,406	OTHER EXPENSES	16,352,435
REINSURANCE RECOVERABLE	3,192,285	FUNDS HELD UNDER REINSURANCE TREATIES	115,706,233
RECEIVABLE FROM PARENT, SUBSIDIARIES & AFFILIATES	33,522,889	CURRENT FEDERAL AND FOREIGN INCOME TAXES	73,829,022
OTHER ASSETS	4,686,195	REMITTANCES AND ITEMS NOT ALLOCATED	32,042,841
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	40,286,524
		PAYABLE FOR SECURITIES	25,761,208
		RETROACTIVE REINSURANCE RESERVE	15,317,417
		POLICYHOLDER DIVIDENDS	9,430,500
		PROVISION FOR REINSURANCE	5,481,663
		CEDED REINSURANCE NET PREMIUMS PAYABLE	8,234,220
		OTHER ACCRUED EXPENSES AND LIABILITIES	2,239,183
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,414,787,321</b>
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,171,181,274
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 1,480,478,676</b>
<b>TOTAL ASSETS</b>	<b>\$ 3,895,265,997</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 3,895,265,997</b>

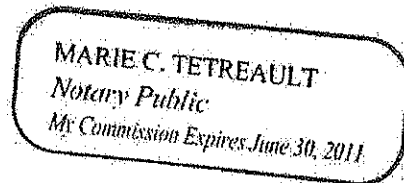
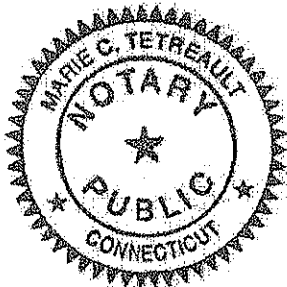
STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD )SS.  
 CITY OF HARTFORD )

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30th DAY OF JUNE, 2008.

*L A Siuta*  
 CHIEF FINANCIAL OFFICER - BOND & FINANCIAL PRODUCTS

*Marie C. Tetreault*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 22nd DAY OF AUGUST, 2008



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV003012

**Classification:**

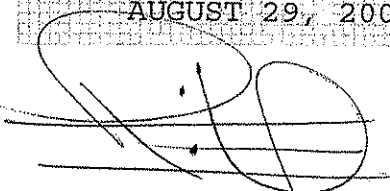
ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL  
SPECIALTY

J C BOSLEY CONSTRUCTION INC  
PO BOX 67  
MINERAL WELLS, WV 26150

**Date Issued**

**Expiration Date**

AUGUST 29, 2008                      AUGUST 29, 2009



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2008

PRODUCER (304)295-1048 FAX (304)295-3369  
 Intra-State Insurance Corp.  
 Rosemar Road  
 P.O. Box 5526  
 Vienna, WV 26105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: J. C. Bosley Construction, Inc  
 P. O. Box 67  
 Mineral Wells, WV 26150

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co. of America	
INSURER B: Travelers Property Casualty Co. of America	
INSURER C: Travelers Indemnity Co. of America	
INSURER D: Brick Street Mutual Ins. Co.	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	DT-CO-5614B47A-TIL-08	10/28/2008	10/28/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	DT-810-5614B966-TIL-08	10/28/2008	10/28/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY	DTSM-CUP-5614B47A-TIL-08	10/28/2008	10/28/2009	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC-1007676	04/06/2008	04/06/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	EMPLOYERS LIABILITY	10/28/2008	10/28/2009	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER cargo	QT-669-1016C565-TIL-08	10/28/2008	10/28/2009	\$300,000
	Leased/rented equipment	QT-660-1016C565-TIL-08	10/28/2008	10/28/2009	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington St., East  
 Charleston, WV 25305-0130

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Ann Hansen*