



**To:** Sharon Thompson, WV DEP Fax number: 304 558-3970

Date: 5/13/2010

### A facsimile from

**Level Land Development** 

Jeffrey L. Rupe PO Box 975 Sophia WV 25921 (304) 573-9072

Regarding: Bid Submittal for WV DEP 14956 (bid opening 5/13/10 1:30 pm)

Comments:

# pages including cover: 23

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

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# Request for Quotation

DEP14956

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

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

Request for MEGNUMEER Quotation DEP14956

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PASE

CHUCK BOWMAN <u>304-558-2157</u>

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

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FASIGHT TERMS 03/03/2010 BID OPENING DATE: BID OPENING TIME QUANTITY LINE ITEM NUMBER UNIT PRICE AMOUNT NO HAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER. ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BUIDERS WHO ARRIVE LIATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. EIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL FORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID, WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET DIRECTIONS TO PREBID: FROM I-77, TAKE EXIT 14. TURN WEST ONTO CR7. TRAVEL APPROX. 4 MILES AND TURN LEFT ONTO US 19 SOUTH. APPROX. 3 MILES AND BEAR RIGHT ONTO WVIO. TRAVEL ON WV10 APPROX. 6 MILES TO MATOAKA. WV10 HAS A SHARP LEF I TURN AT THE VOLUNTEER FIRE DEPARTMENT. DO NOT TURN HEFT. CONTINUE STRAIGHT TO CHURCH HOLLOW ROAD (CR 10/5) ON RIGHT. CONTINUE UP CHURCH HOLLOW ROAD APPROX. 750 HEET! SITE IS ON RIGHT ABOVE THE ROAD. DUE TO SHARE SWITCHBACK ON THE DRIVEWAY, CONTINUE FURTHER ALONG CHURCH HOLLOW ROAD TO A TURN-AROUND LOCATED ON THE LEHT SIDE. HLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, dffice amler, 601 57TH ST., SE, CHARLESTON, WV 25304, HH. 304-926-0485 UPON FAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 WEST VIRGINIA CODE 21-10-5 PROVIDES THAT: ANY SOLICI-TATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT
SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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

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### Request for \_\_\_\_\_\_ Quotation

DEP14956

DESCRIPTION OF THE REPORT OF THE PROPERTY OF T CHUCK BOWMAN 3<u>04~558~2157</u>

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AMLER 601 57TH STREET SE CHARLESTON, WV 25304 304~926-0499

DATE PRINTED SHIP VIA FREIGHT TERMS 03/03/2010 BID OPENING DATE: 05/13/2010 BID OPENING TIME MULTIPLE CINE (1) **OUANTITY** UOP. ITEM NUMBER AMOUNT UNIT PAICE REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE. THE ENCIOSED PURCHASING AFFIDAVIT MUST WITH THE BID! HE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPILANCE WITH THE PROVISIONS OF ARTICLE ID, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUATIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO EROCEED. dancellation: The director of purchasing reserves the RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IS THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR MERCER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE HATES APPLY TO THIS PROJECT.) ANY REFERENCES MADE TO ARBITRATION OR ARBITRATION: 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. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE CERTIFICATE FROM WORKERS! COMPENSATION IF SUCCESSFUL SIGNATURE ELEPHONE אַ ודוד FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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

## Request for AMERICAN STREET

DEP14956

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CHUCK BOWMAN 3<u>04-558-2157</u>

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

DATE PRINTED JERMS OF SALE SHIP MA COLB 03/03/2010 BID OPENING DATE: 05/13/2010 BID OPENING TIME <u>01:30PM</u> CAT NO. LOP: UNITPRICE LINE QUANTITY ITEM NUMBER AMOUNT ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF df commercial general Hability Insurance Prior to issuance of contract. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL HURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT. (XX) BONDS: |FIVE |PERCHNT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BILL AS A BID BOND. THE SUCCESSFUL HIDDER 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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. HERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND. ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 \*\*\*\*\*\*\*\*\*\*\*\*\* SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE

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

### Request for December 1997 Quotation

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION 601 57TH STREET SE CHARLESTON, WV

DEPARTMENT OF OFFICE OF AML&R 25304 304-926-0499

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03/03/2010		
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AML CONTRACTOR INFORMATION FORM OMB #1029-0119		
(EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUS	T	
COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA	•	
EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML	_	
CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874  IF THE ORIGINAL ONB #1029-0119 IS NOT ATTACHED TO T		
BIDDING DOCUMENTS YOU CAN CONTACT THE AVE OFFICE AT		
800-643-9748 OR WWW.AVS.OSMRE.GOV		1
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CONTRACTORS LICENSE		,
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STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACT	_	
LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTO		,
LICENSE APPLICATIONS FOR A CONTRACTORS LICENSE MA		
MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LA	BOR	
dapitol complex, 1900 Kanawha Blvd. E, Bldg. 6, RM 749-B, Charleston, WV 25305, PH. 304-558-7890.	• -	•
		,
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY	. ,	,
PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICEN	SE	,
NUMBER ON THEIR BID.	, :	
FIDDER TO COMPLETE:		,
CONTRACTORS NAME. Level Land Development		
CONTRACTORS LICENSE #: WV.040186.		•
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A		
COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE	<b>∩</b> ₽	
A PURCHASE ONDER/CONTRACT.	OT.	
		•
APPLICABLE LAW		•
SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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State of West Virginia
Department of Administration
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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AMLER 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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DATE PRINTED TERMS OF SALE SAIP VIA	F.O.B. FREIGHTTBRINS
03/03/2010	
BID OPENING DATE: 05/13/2010	STD OPENING TIME 01.30PM
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s regulations, and the information	PROVIDED IN THE
REQUEST FOR QUOTATION ISSUED BY	THE FURCHASING
DIVISION IS THE SOLE AUTHORITY GOVE	RNING THIS
PROCUREMENT.	
ANY INFORMATION PROVIDED IN SPECIFI	
ANY OTHER SOURCE, VERBAL OR WRITTED	
dr alters the information provided	
DESCRIBBD IN THE ABOVE PARAGRAPH IS	VOID AND OF NO
EFFECT.	-
	•
(1) NOTICE TO PROCEED:	
THE CONSTRUCTION WORK SPECIA	
dompleted within 365 calendar days notice to proceed is received. In	
PRE-CONSTRUCTION CONFERENCE IS REQUEROCEED SHALL BE THE SPECIFIC DATE	
PRE-CONSTRUCTION CONFERENCE.	PRINCIPLE TIME
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(2) GUARANTER AND MAINTENANCE:	
(A) THE MATERIALS AND WORKMA	NSHIP AFFECTED BY
THE CONTRACTOR ARE SUBJECT TO THE G	
BY CUSTOM OF THE RESPECTIVE TRADES.	
A TRADE GUARANTEE CUSTOM OR A SPECI	
EROVISION, THE WORK, BOTH AS TO THE	
WORKMANSHIP, SHALL UPON ACCEPTANCE	
THE CONTRACTOR BE CONSIDERED GUARAN	TEED BY THE
CONTRACTOR FOR ONE YEAR FROM THE DA	TE OF THE ACCEPTANCE
OF THE WORK. NEITHER THE FINAL ACC	
FINAL PAYMENT SHALL RELIEVE THE CON	
responsibility for negligence or fa	ULTY MATERIALS, AND
for defects appearing within the Gu	ARANTEE PERIOD SHALL
SE REMEDIED AT THE EXPENSE OF THE C	ONTRACTOR UPON .
WRITTEN NOTICE.	
(B) DURING THE ONE-YEAR GU SEEREVERSE SIDE FOR YERRS	ARANTEE PERIOD, THE
SIGNATURE TELEPH	<u> CENTERO A SERVICIO POR PERENTA DE ANTICO DE PERENTA DE PERENTA DE PERENTA DE PERENTA DE PERENTA DE PERENTA D</u>
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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

BOOFNING DEEP 05/13/2010 A DEEP OPENING TIME 07:10PM SOUTHWAND DEEP 07:10PM CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTRINSION OF THE PERFORMANCE TIME ALLOTTED FOR MORK UNDER THE CONTRACT.  (C) THE CNE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTRINSION OF THE PERFORMANCE TIME ALLOTTED FOR MORK UNDER THE CONTRACT.  (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS  (3) TERMINATION:  (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 REMSELY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THAN THIRTY CALBANDAR DAYS WRITTEN NOTICE, (DELIVERED BY CRETIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT  (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:  (A) DETAIN ALL MECESSARY DIVISION OF HIGHWAYS PERMITS OR ALL TRANSPORTATION OF BOUTPMENT AND MATERIALS TO AND FROM THE JOB SITE.  (B) OPTIAN 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 PREFARED FOR THE PROJECT.  PLANS & SPECS ARE INCORPORATED HERE IN A REFERENCE	DAT	B PRINTED TERMS OF SALE SHIP VIA	FREIGHTT FAMA
CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK: ANNY FAILURES DUE TO THE NEGLIGENCE OF THE WORK: ANNY FAILURES DUE TO THE NEGLIGENCE OF THE WORK: ANNY FAILURES DUE TO THE NEGLIGENCE OF WORKAMSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTHE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.  (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE FERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.  (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS  (3) TERMINATION: (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, FROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS WHAN THIRTY CALENDAR DAYS WRITTEN MOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.  (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) DETAIN ALL INCESSARY DIVISION OF HIGHWAYS FERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOS SITE.  (B) OFTAIN ANY AND ALL REQUIRED CONSTRUCTION FERMITS OR RELATED JOB PERMITS.  (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREFARED FOR THE RECLAMATION OF THE "MATORKA (YOUNG) DRAINAGE" FLANS & SPECS ARE INCORPORATED HERE WAY REFERENCE	03/0	03/2030	
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TITLE

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

RFQ COPY TYPE NAME/ADDRESS HERE

DATE PRINTED TERMS OF SALE SHIP WAS FOOD FOOD FREIGHT TERMS 03/03/2010 9ID OPENING DATE: OPENING TIME MGOELLO uor I LINES QUANTITY TEMNUMBER UNIT PAICE AMOUNT AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF DRAWINGS AS PREMARED BY STAFFORD CONSULTANTS, INC. (6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF Values as herein before requested. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT. APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT for partial Hayment based on the amount of work dompleted at the time of the submittal. THE AMOUNT OF HAYMENT 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. IN THE EVENT THE VENDOR/CONTRACTOR FILES **HANKRUPTCY:** FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. REV. 1/2005 preference for use of domestic steel products EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

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

ADDRESS CHANGES TO BE NOTED ABOVE



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

# Request for Quotation DEP14956

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AMIL OFFICE OF AMLER 601 57TH STREET SE CHARLESTON, WY 25304 304-926-0499

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

### Request for ALLMEER Quotation

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

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

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CHUCK BOWMAN <u> 104-558-2157</u>

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

DATE PRINTED TERMS OF BALE SHIP VIA FO.B FREIGHT TERMS 03/03/2010 BID OPENING DATE: OPENING TIME TEM NUMBER LINE QUANTITY Ude UNITIPRICE AMOUNT IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL ABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES bepariment of labor, foreign products hay 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 FOR DOMESTIC PRODUCTS, THE SPENDIN office may request, in writing, a reevaluation and 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA. THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED to abide by the following schedule in issuing CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: 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 .. SEE REVERSE SIDE FOR TERMS AND CONDITIONS. TELEPHONE TITLE

TYPE NAME/ADDRESS HERE



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

# Request for Quotation DEP14056

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ENVIRONMENTAL PROTECTION A DEPARTMENT OF OFFICE OF AMLER 7 601 57TH STREET SE CHARLESTON, WV 25304

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TYPE NAME/ADDRESS HERE



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

Request	for
Quotati	on

BY SERVICE OF NUMBER SERVICE DEP14956

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BESTERNA NO DELOS OF CORRESES DO NO EN O ESTA DE EN TRODES DE COMPETENTO CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION

DEPARTMENT OF OFFICE OF AMLER 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED. TERMS OF SALE. SAIP	VIA F.O.B AREIGHT TERMS
03/03/2010   BID OPENING DATE; 05/13/2010	
	BID OPENING TIME 01:30PM
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purchasing division	'
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2019 WASHINGTON STREET, EAS	T
CHARLESTON, WV 25305-0130	
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WHEN RESPONDING TO RFQ, INSERT NAME AND A	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 DEP14956

DEP14956

14

GOOD RESIDENCE OF THE PROPERTY CHUCK BOWMAN 104-558-2157

ENVIRONMENTAL PROTECTION OFFICE OF AMLER 601 57TH STREET SE CHARLESTON, WV

TYPE NAME/ADDRESS HERE DEPARTMENT OF 25304 304-926-0499

03/03/2010	(	SHIPA		F.0.8	FREIGHT TRAMS
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VENDOR REMIT-	SHOULD SUBA	IT WITH THEIR O BE USED FOR	* ·	NT SSING:	
	evel Land C	evelopment.	***		
PO	- Box 975	Sophia Wa	5921	********	
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Jen	Mey Rupe		, , , , , , , , , , , , , , , , , , , ,		
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Part A: General Information

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OMB #1.029-0119 Expiration Date: 1/31/13

#### AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Business Name: Level Land Development Tax Payer ID No .:
Address DO Pay GTE
City: Sephia State: W Zip Code: 25921 Phone: 304-573-907
City: Sophio State: W Zip Code: 25921 Phone: 304-573-907 Fax No.: 304-929-2557 E-mail address: Tracey rupe & Suddenlink net
Part B: Legal Structure
( ) Corporation (1) Sole Proprietorship ( ) Partnership ( ) LLC ( ) Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, Jeffrey L. Rupe, have the express authority to certify that:
Information on the attached Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
Part of the information on the attached Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.
5/12/10 Geffrey 2. Rype Owner
Date Title
MPORTANT! In order to certify in Part C to the accuracy of existing information in

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at https://avss.osmre.gov.

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#### Part D.

### Contractor's Business Name: Level Land Development

If the current Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- · Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company, and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name	Jeffrey L. Rupe	Position/Title	OWING
Address	P.O. Rox 975 Sophia, WV 25921	Telephone # % of Ownership	304-573-9072 10090
Begin Date:		Ending Date:	
Name Address		Position/Title Telephone # % of Ownership	
Begin Date:		Ending Date:	
Name : Address		Position/Title Telephone # % of Ownership	
Begin Date:		Ending Date:	Harris and the second s
Name Address		Position/Title Telephone # % of Ownership	
Begin Date:		Ending Date:	

#### 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 range from 1.5 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining dats, and completing and reviewing the form. You may direct comments magning the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

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### Matoaka (Young) Drng. DEP#14956

Contractor's Bid Sheet

Vendors Name: Level Land Develop	oment
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The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNITPRICE	AMOUNT
黑海	'Activities	and the property of the state o	ण <b>बे</b> ल्हे प्रवेश्युद्धिको	
2	LS	Mobilization and Demobilization, per lump sum; cannot be more than 10% of the TOTAL AMOUNT BID	LS	\$\$6150.00
3	L\$	Construction Layout, per lump sum; cannot be more than 5% of the TOTAL AMOUNT BID	LS	s \$3075.00
4	LS	Quality Control, per lump sum; cannot be more than 3% of the TOTAL AMOUNT BID	LS	\$4.1845.00
5	300	Sediment Control Barrier, per linear foot	2 8.00	\$\$ 2400,00
. 6	LS	Site Preparation, per lump sum; cannot be more than 10% of the TOTAL AMOUNT BID	LS	s# 6150.00
7.1	230 <sup>-</sup>	Type 1 Drainage Charmel, per linear foot	\$\$ 89 00	st 20,470,00
7.2	230	Underdrain, per linear foot	\$\$ 34,00	\$ 3 7 820,00
7.3	LS	Junction Box, per lump sum	LS	5 \$ 2,000,00
7.4	1.	Culvert Cleanout, per each	\$\$2000.00	St 2000 00
8	I	Wet Mine Seal, per each	\$\$1500.00	\$ \$ 1500.00
9	LS	Revegetation, per jump sum	LS	5 \$ 8000 to
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		TOTAL		S / 1 1/ / A
		IVINA	Real Property of	s 61,410,∞

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### State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF				
COUNTY OF Raleigh TO-WIT:				
I, Joffrey L. Rupe, after being first duly sworn, depose and state as follows:				
1. I am an employee of <u>Level Land Development</u> ; and, (Company Name)				
2. I do hereby attest that Level Land Development (Company Name)				
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.				
The above statements are sworn to under the penalty of perjury.				
Lovel Land Development (Company Name)				
By: Joffer L. Rupe Title: Owner				
Date: 5/13/10				
Taken, subscribed and sworn to before me this 13/L day of May 2010.				
By Commission expires March 29, 2020				
STATE OF WEST VIRGINIA NOTARY PUBLIC (Notary Public)				
JEREMY E. AYERS				
COMES AFFIDAVAT MYST BE SUBMITTED WITH THE BID IN ORDER TO				
AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF				

Rev March 2009

22 RFQ No. DEP14956

Purchasing Affidavit (Revised 12/15/09)

### STATE OF WEST VIRGINIA Purchasing Division

### PURCHASING AFFIDAVIT

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 owed is an amount greater than one thousand dollars in the aggregate.

"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 exceed 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,

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.

WITNESS THE FOLLOWING SIGNATURE	
Vendor's Name: Level Land Development	
Authorized Signature: Geffre 7. Rige	Date:
State of	
County of Rake to to-wit:	
Taken, subscribed, and sworn to before me this /3 day of May	. 20 1 <i>0</i> .
My Commission expires March 29th 2020.	name e
AFEIX SEAL HERE NOTARY PUBI	LIC
OFFICIAL SEAL STATE OF WEST VIRGINIA	
NOTARY PUBLIC	·
620 ROCK HOUSE RD. LESTER, WY 25805	