



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  
**DEP14999**

PAGE  
**1**

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

PURCHASER

\*304154053      304-201-5180  
**NOVEL GEO ENVIRONMENTAL PLLC**  
**806 B STREET**  
  
**ST ALBANS WV 25177**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2010				

BID OPENING DATE: **06/02/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-16		
<p><b>DRILLING SERVICES FOR NORTHERN DISTRICT</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS &amp; RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER WITH THE AGENCY INTO AN OPEN-END CONTRACT TO PROVIDE DRILLING SERVICES IN THE NORTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS &amp; CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>THESE SERVICES WILL RESULT IN THE DEVELOPMENT OF INVESTIGATIVE REPORTS FOR AGENCY USE.</p> <p>EXHIBIT 1</p> <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>						

RECEIVED  
 2010 JUN 29 PM 12:57  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>J. E. [Signature]</i>	TELEPHONE 304 201 5180	DATE 6/2/10	
TITLE Vice Pres.	FEIN 522365940	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**VENDOR**  
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**ST ALBANS WV 25177**

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

DATE PRINTED <b>05/06/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/02/2010**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>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) SUCCESSIVE ONE (1) YEAR PERIODS.</b></p> <p><b>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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>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 OF WORK).</b></p> <p><b>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE AND COMPREHENSIVE VEHICLE LIABILITY INSURANCE IN THE AMOUNT NOT LESS THAN \$2,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURRENCE AND NOT LESS THAN \$2,000,000.00 AGGREGATE, PRIOR TO ISSUANCE OF CONTRACT.</b></p> <p><b>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</b></p> <p><b>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304 201 5180</b>	DATE <b>6/2/10</b>
TITLE <b>Vice Pres.</b>	FEIN <b>522365940</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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 ST ALBANS WV 25177

S H I P T O

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<p>SUBMITTED WITH EACH BID AS A BID BOND. 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 \$100,000.00. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND.</p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</b></p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:    CB-23</b></p> <p><b>RFQ. NO.:    DEP14999</b></p> <p><b>BID OPENING DATE:    06/02/2010</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J.R.E. [Signature]</i>	TELEPHONE 201-5180	DATE 6/2/10
TITLE Vice Pres.	FEIN 522365940	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **06/02/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-201-5180		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				John E. Nottingham		
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						<del>\$312,770.00</del> <b>\$312,770.00</b> <i>J.E.</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J.E. Nottingham</i>	TELEPHONE 304 201 5180	DATE 6/2/10
TITLE Vice Pres.	FEIN 522365940	ADDRESS CHANGES TO BE NOTED ABOVE

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## SECTION A – DEFINITIONS

1. “Secretary” refers to the Cabinet Secretary of the West Virginia Department of Environmental Protection.
2. “Contract” refers to the agreement or Purchase Order requested by the Owner and accepted by the Contractor, together with all the provisions of this RFQ and all parts of said agreement or Purchase Order.
3. “Contractor” refers to the person, company or firm contracting with the State to furnish the services called for by the contract.
4. “Chief” refers to the Chief of the Office of Abandoned Mine Lands and Reclamation, of the West Virginia Department of Environmental Protection.
5. “Offeror” refers to the person, firm or company offering to furnish the services called for in this Request For Quotations (RFQ).
6. “Owner,” “State,” or “Department of Environmental Protection (DEP),” to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation.
7. “Services” or “Work” shall refer to all labor, supervision, materials, machinery, equipment, tools, supplies, facilities, etc. called for in the Work Directives and Bid Schedule Items issued.

## SECTION B – INFORMATION FOR BIDDERS

The State of West Virginia, Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation, is requesting quotations for performance of geotechnical and subsurface investigation (drilling) services for the Northern District of West Virginia. These services will result in the development of investigation reports. A detailed description of the scope of work may be found in Section C of this RFQ. There will be no engineering services for this contract.

DEP will enter into an open-end contract for these geotechnical services with one (1) contractor. Work Directives will be issued for individual sites or projects in accordance with the criteria set forth in Section D of this RFQ.

A responsive quotation shall include an original Bid Schedule. The quotation shall include the names, signatures and telephone numbers of persons authorized to conduct negotiations and contractually bind your firm. Also, a primary location (main office) of where most of the services will be completed must be identified. Quotations will be considered only from those offerors who can meet the minimum qualification criteria set forth in Section D herein. Offerors should be careful not to include in their quotation items that are beyond the scope of services required in this RFQ. The quote should provide the State with the most favorable terms from a technical and cost standpoint. Also, required shall be a bid bond or certified check in the amount of 5 percent (5%) of the total bid.

The State reserves the right to reject any or all quotations, or to advertise separately with any source(s) considered qualified for the performance of services described in this RFQ, or for other services as may be required by the State for correcting problems arising from abandoned mine lands.

## SECTION C – SCOPE OF SERVICES

### Background

DEP is mandated by the Surface Mining Control and Reclamation Act of 1977, Public Law 95-87, to reclaim lands and water affected by coal mining that impose social and economic costs on residents, impair environmental quality, prevent or damage the beneficial use of land or water resources or endanger the health and safety of the public.

### Statement of Work

The work involves environmental problems such as water impoundments, pollution of ground and surface waters, subsidence, landslides, refuse piles, mine and refuse pile fires, open mine shafts, highwalls, strip pits and any problems associated with abandoned mine lands. The level of effort required for subsurface investigations, testing

and analysis might vary with the complexity of the problem. The President or Officer of the Company shall certify all work as being correct.

**Scope of Work**

The scope of work shall include surface and subsurface investigation, testing (field and laboratory) and reporting test results to DEP AML In-House Design personnel. Also, all tests and testing shall be accomplished according to ASTM applicable standards. All laboratories used for testing shall have the proper State qualifications/certifications. Offeror must provide a chain-of-custody form for all samples and obtain certifiable results for any and all testing.

**I. Subsurface and Surface Investigations**

The type of subsurface investigations an offeror must be capable of providing include the following:

A. Core Borings

1. Soil Boring with Standard Penetration Tests
2. Rock Core Borings
3. Piezometer Installation
4. Mobilization and Demobilization

B. Rotary Boreholes for TV Camera Viewing

C. Geotechnical Testing

**II. Providing Core Borings**

A. Soil Boring with Standard Penetration Tests

1. Scope of Work

The Contractor shall drill or bore standard diameter holes into and through the soil mantle to bedrock and conduct Standard Penetration Tests and collect samples in conformance with instructions by a DEP representative. The purpose of the soil boring with Standard Penetration Tests and collecting samples is to determine the nature and characteristics of the soil material over the bedrock.

2. Drilling Equipment

The Contractor shall furnish a power-driven earth boring rig to provide a clean standard diameter hole to depths specified for Standard Penetration Tests, NX rock core boring, and other in-



place tests. The equipment shall include a split barrel sampler and drive weight assembly as required by ASTM Specification D-1586, shelby tube sampler, and sand traps, core retainers, and other devices used to retain the samples. Accessories, casing, power for driving and sampling, data sheets, labels, sample containers, boxes and other necessary supplies will be furnished by the Offeror. All drillers and drill helpers shall be included in this price.

## B. Rock Core Borings

### 1. Scope of Work

The Contractor shall drill or bore holes and recover cores of all firm consolidated material as specified herein. The purpose of rock core boring is to obtain continuous and complete rock cores of bedrock to determine its location and characteristics.

### 2. Drilling Equipment

The Contractor shall furnish a rotary drill rig complete with accessories, supplies, and competent operators/labors. The drill rig must be mobile, either truck, trailer, wheel, track and skid mounted, powered by an engine, capable of drilling vertical holes to depths of 200 feet.

Accessories and supplies for drilling shall include all casing, drill rods, coring bits, piping, pumps, tools, water supply and power.

Rock drilling shall be done in such a manner so as to produce standard diameter rock core.

The contractor shall furnish a water truck capable of hauling a minimum of 500 gallons as necessary when water supplies are not readily available.

A Drilling Supervisor will be required on every project. This person shall attend the pre-drill meetings and also supervise the on-site drilling operations and be responsible for the accuracy of all drilling information. The driller and helper will not be considered as a Drill Supervisor. The means of transportation for this person shall be included in this price.

### C. Piezometer

#### 1. Scope of Work

The Contractor shall furnish all materials, supervision, labor and equipment to assemble and install piezometers in the boreholes at the locations described by the Owner.

#### 2. Materials

##### a. Piezometers

Piezometers shall consist of a 3 to 5 foot minimum long tip section of commercially slotted (No. 20 slot) standard diameter Schedule 40, polyvinyl chloride pipe, meeting the requirements of ASTM D-1784 with solvent cemented slip-on joints or threaded flush-joint pipe or commercially slotted aluminum piezometers. The top of the riser shall be threaded to accept a threaded heavy duty PVC cap with 1/8" diameter vent hole.

##### b. Casing/Locks

The casing shall consist of 6-inch minimum diameter, 36-inch long A36 steel pipe. The top of the casing shall be provided with a hinged steel lid and provided with a steel lock and key. The casing shall be anchored in place with an 8-inch minimum thick, 18-inch minimum diameter concrete base.

### D. Mobilization and Demobilization

#### 1. Scope of Work

The work shall consist of delivery to the site, setting up on the site, and removal from the site all equipment, materials, supplies, and personnel required for this contract. It shall also include any dozer (CAT D-3 or equal) or excavator (Komatsu PC120 or equal) work required for difficult access. The hourly rate shall include all labor required for operating the equipment.

#### 2. Mobilization

Mobilization shall consist of the delivery to the site(s) of all operators, plant equipment, materials, and supplies to be furnished by the Offeror at the beginning of the work and at any time during the process of the work; the complete assembly in satisfactory working order of all equipment used on the site; and the storage at

the site of all materials, equipment, supplies, and samples to the satisfaction of DEP. A complete Mobilization Report may be submitted to the DEP upon completion of the initial mobilization if requested. This report shall provide the names and job titles of each member of the Offeror's personnel on site and a description of each piece of equipment which has been delivered. Mobilization shall begin within 72 hours of Notice to Proceed.

### 3. Adequacy of Equipment

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

### 4. Demobilization

Demobilization shall consist of the removal from the site(s) all operators, equipment, supplies, and other items brought onto the site by the Offeror. This includes the disassembling and loading of equipment, cleanup of the site(s), backfilling of all holes with neat cement from approximately 2 feet above coal seam to the surface. Casing shall be removed or will be cut approximately 2 feet below surface and the surface area filled with cement. All damage to streets and sidewalks shall be restored to pre-existing conditions. All vegetated areas disturbed during the drilling operations including access roads, shall be regraded, fertilized, limed, mulched and seeded with standard revegetation AML specifications. The revegetation item will be paid for on a per job basis and shall include all labor, materials and equipment necessary to complete the work.

It shall be the Contractor's responsibility to leave the site in good physical condition. Access roads shall be waterbarred and any area disturbed by the Offeror in performing his work shall be left in a suitable condition.

All drill logs and reports shall be submitted to the AML representative within 7 working days after drilling is completed.

## 5. Measurement and Payment

Payment for mobilization and demobilization will be made at the contract price per mile based upon direct road mileage from the Offeror's place of business or another AML site to the project and return. This location must be identified in the Bid Schedule. The payment for dozer/backhoe work for difficult access shall be on a per hour basis. The payment for dozer/backhoe work for reclamation shall be on a per hour basis which shall include labor and equipment.

### **III. Rotary Boreholes for Video Viewing**

#### A. Equipment

The equipment shall consist of rotary drilling equipment sufficient to produce a borehole of sufficient diameter for the insertion of a video camera. Said equipment shall advance the hole by use of a rotary motion only. No percussion equipment will be allowed. The large diameter vertical holes may be completed with a roller rock bit, rotary-drilling method approved by the owner. This item may require the need for a portable drill or equal. All down-hole work shall be included in various pricing.

#### B. Supplies

Supplies for drilling shall include all casing, drill rods, bits, remaining shells, piping, pumps, water tools, water supply, labor, power and all other items not included herein, but required for satisfactory performance of required work.

#### C. Video Monitoring

## **SECTION D – CONTRACTUAL INFORMATION & REQUIREMENTS**

### Article 1 – Statement of Work

The Contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services for all of the scope of work required in this contract.

## Article 2 – Location of Work

The area of work shall include the Northern region of West Virginia. The counties listed below are the coal producing counties in this region and those in parenthesis represent where most of the work required in this contract is located.

- |                 |                |
|-----------------|----------------|
| 1. (Hancock)    | 21. Pocahontas |
| 2. (Brooke)     | 22. (Randolph) |
| 3. (Ohio)       | 23. Pendleton  |
| 4. Marshall     | 24. (Gilmer)   |
| 5. Wetzel       | 25. Calhoun    |
| 6. Tyler        |                |
| 7. (Monongalia) |                |
| 8. (Preston)    |                |
| 9. (Marion)     |                |
| 10. Doddridge   |                |
| 11. (Harrison)  |                |
| 12. (Taylor)    |                |
| 13. Mineral     |                |
| 14. (Grant)     |                |
| 15. (Tucker)    |                |
| 16. (Barbour)   |                |
| 17. (Lewis)     |                |
| 18. (Braxton)   |                |
| 19. (Upshur)    |                |
| 20. (Webster)   |                |

## Article 3 – Period of Contract

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.

## Article 4 – Ordering Procedure

- A. This is an indefinite quantity contract for the services specified in the Statement of Work and 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 the Chief or his agent (In-House Design Manager) 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. The individual project Bid Schedule which contains the quantity estimates shall be in accordance the unit

prices provided in the response to this RFQ. Project costs should not exceed the amount of the Work Directive. Any changes require written justification from the AML In-House Design Manager.

#### Article 5 – Delivery

- A. The Offeror shall prepare and submit all original tests and boring results for each Work Directive and deliver within seven (7) working days after drilling is completed.
- B. Final inspection and acceptance will be made by the Chief or his authorized representatives.
- C. Acceptance criteria will be based upon deliverable items meeting accepted professional standards for technical content, workmanship, clarity and completeness. Deliverable items rejected under this criteria, or other work not performed in accordance with this contract or as specified in Work Directives, shall be returned and corrected at the Contractor's expense.

#### Article 6 – General Conditions

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

- B. The Contractor shall maintain insurance as follows:

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$2,000,000.00 for bodily injury and property damage for each occurrence and not less than \$2,000,000.00 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.

- C. The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.
- D. DEP shall be responsible for obtaining all rights of entry for each project. Copies of rights of entry for each property owner will be on file in both the Charleston DEP office and the respective DEP field office.

- E. The work and services to be performed under this contract shall be subject to continued monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure technical compliance.
- F. In accomplishing services to fulfill the requirements of Work Directives, neither Contractor or 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 regulations pertinent to the work.
- G. Any Contractor shall be ineligible to bid on any aspect of the construction phase of a project if it prepared any part or aided in the preparation of any part of the construction contract documents.
- H. DEP may retain ten percent (10%) of the Offeror's invoices until such time as the Director is satisfied that all of the conditions of the contract have been met.

#### Article 7 – Costs and 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. (See Section E of this RFQ for an example).
- B. The Offeror shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than twenty-one (21) days. Invoices may be submitted monthly when the performance period exceeds 21 days. 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. 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.

Invoices may be submitted monthly when the performance period exceeds 21 days. However, final payment 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 cost(s) not clearly identifiable will not be paid.

SECTION E – BID SCHEDULE

Personnel Costs / Labor Rates

The Offeror is requested to use the following unit cost format for easy reference and examination of the Bid Schedule. The presented unit rates shall be the most favorable which the Offeror can submit to the Department of Environmental Protection. Given quantities are estimates and are used solely for bid evaluation purposes. The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. Award of contract will be to the lowest responsible bidder.





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  
 DEP14999

PAGE  
 1

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

VENDOR

\*304154053      304-201-5180  
 NOVEL GEO ENVIRONMENTAL PLLC  
 650 MACCORKLE AVE WEST  
  
 ST ALBANS WV 25177

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2010				

BID OPENING DATE: 06/29/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
ADDENDUM ISSUED FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT ADVERTISEMENT TO DISTRIBUTE THE REVISED SPECIFICATIONS AND BID SCHEDULE.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 06/24/2010 TO 06/29/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						\$ 312,770.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *JL E. [Signature]*      TELEPHONE 304-201-5180      DATE 6/29/10

TITLE Vice Pres.      FEIN 522365940      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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Requisition # DEP14999  
Addendum #4  
6/14/10

AML Northern Drilling Open-End Contract

- 1 – Discard all other Bid Schedules and use the attached revised bid schedule (Addendum #4). This eliminates the Aluminum Piezometers from the Bid Schedule.
  
- 2 – Section C – Scope Of Services – Item II – C – 2a – Piezometers – First Sentence shall be replaced and shall read: Piezometers shall consist of a 3 to 5 foot minimum long tip section of commercially slotted (No. 20 slot) standard diameter (2") Sch. 40. PVC pipe meeting the requirements of ASTM D-1784 with solvent cemented slip-on joints or threaded flush joint pipe.

This eliminates the Aluminum Piezometers entirely.

REVISED per Addendum #4

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET

Page 1 of 2 Pages		Requisition / P.O. No.: DEP14999
File:	Acct. No.:	
Spending Unit:		

Vendor: \_\_\_\_\_ P.O. Date: \_\_\_\_\_

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT- Addendum #4		
1	3000 LF	SOIL BORINGS	14.00	\$ 42,000
2	200 EA	SPLIT SPOON SAMPLES	2.00	\$ 400
3	75 EA	SHELBY TUBE SAMPLES	10.00	\$ 750
4	4000 LF	ROCK CORE BORING	35.00	\$ 140,000
5	175 Hrs	PORTABLE DRILL UNIT (Winkie)	10.00	\$ 1,750
6	1800 LF	PVC PIEZOMETER INSTALLATION	10.00	\$ 18,000
7	50 EA	CASING/LOCKS	15.00	\$ 750
8	4000 Mi	MOBILIZATION/DEMobilIZATION (per each Rig) BOTH WAYS	10.00	\$ 40,000
9	300 Hrs	DOZER TIME FOR DIFFICULT ACCESS/RECLAMATION (CAT D-3 or equal)	70.00	\$ 21,000
10	300 Hrs	BACKHOE TIME FOR TEST PITS/RECLAMATION (Komatsu PC120 or equal)	20.00	\$ 6,000
11	150 LF	ROTARY DRILLING FOR VIDEO MONITORING	25.00	\$ 3,750
12	150 LF	CASING FOR VIDEO MONITORING	5.00	\$ 750
13	5 Days	VIDEO MONITORING	800.00	\$ 4,000
14	300 Hrs	DRILLING SUPERVISOR	50.00	\$ 15,000
15	300 Hrs	WATER TRUCK (minimum 500 gallons)	25.00	\$ 7,500
16	10 EA	REVEGETATION (per job)	500.00	\$ 5,000
17		LABORATORY TESTS		
a	10 EA	Moisture Content	2.00	\$ 20
b	10 EA	Atterberg Plastic Limit	10.00	\$ 100
c	10 EA	Atterberg Liquid Limit	10.00	\$ 100
d	10 EA	Sieve Analysis with No. 200 Wash	40.00	\$ 400
e	10 EA	Sieve Analysis without No. 200 Wash	25.00	\$ 250
f	10 EA	Hydrometer Analysis	50.00	\$ 500
g	10 EA	Unconfined Compression	20.00	\$ 200
h	10 EA	In Place Density	20.00	\$ 200
i	10 EA	Standard Proctor Compaction	50.00	\$ 500
j	20 EA	Temperature Probe Reading	20.00	\$ 400
k	10 EA	Float Sink Analysis (with various specific gravities)	25.00	\$ 250
l	10 EA	% Ash	10.00	\$ 100
m	10 EA	% Volatiles	10.00	\$ 100
n	10 EA	% Fixed Carbon	10.00	\$ 100
o	10 EA	% Sulphur	10.00	\$ 100
p	10 EA	BTU	10.00	\$ 100

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

## REVISED per Addendum #4

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA  
PURCHASE CONTINUATION SHEET

Page 2 of 2 Pages

Requisition / P.O. No.:  
DEP14999

File:

Acct. No.:

Spending Unit:

Vendor: \_\_\_\_\_ P.O. Date: \_\_\_\_\_

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT		
18		TRIAXIAL COMPRESSION OR DIRECT SHEAR		
a	5 EA	Unconsolidated Undrained	50.00	\$ 250
b	5 EA	Consolidated Undrained	75.00	\$ 375
c	5 EA	Consolidated Drained	75.00	\$ 375
d	5 EA	Sodium Sulfate Soundness Test ASTM C88	100.00	\$ 500
19		MISCELLANEOUS SERVICES		
a	5 EA	(1) acid-base account	10.00	\$ 50
b	5 EA	(2) nutrients	10.00	\$ 50
c	10 EA	(3) PH (field)	10.00	\$ 100
d	10 EA	(4) PH (lab)	10.00	\$ 100
e	500 Mi	(5) Mobilization/De-Mobilization Haz-Mat Testing (One Way Only)	1.00	\$ 500
f	10 EA	(6) Asbestos	10.00	\$ 100
g	10 EA	(7) Total Petroleum Hydrocarbons	10.00	\$ 100
h	10 EA	(8) BETX	10.00	\$ 100
i	10 EA	(9) PCB's	10.00	\$ 100
		TOTAL BID		\$ 312,770.00

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

THIS CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS A WATERMARK. VERIFY FOR AUTHENTICITY.

**City**  
NATIONAL BANK

NOTICE TO CUSTOMERS: THE PURCHASE OF AN INDEMNITY BOND  
WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK  
WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST MISPLACED  
OR STOLEN. ANY QUESTIONS PLEASE CALL (304) 769-1320.

**CASHIERS CHECK**  
10161514

Date: 6/28/10

Branch: 0006

REMITTER JOHN E. NOTTINGHAM

**PAY** EXACTLY \*\*15,638 AND 50/100 DOLLARS  
**TO THE**  
**ORDER OF** THE STATE OF WEST VIRGINIA

\$15,638.50

RFO # DEP 14999

*Jerry W. Childers*



**BID BOND**

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

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

**NOW THEREFORE,**

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

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

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

Principal Corporate Seal

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

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

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

Surety Corporate Seal

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

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

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

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Novel Geo-Environmental, LLC Signed: [Signature]
Date: 6/2/10 Title: Vice Pres.

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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: Novel Geo-Environmental, LLC

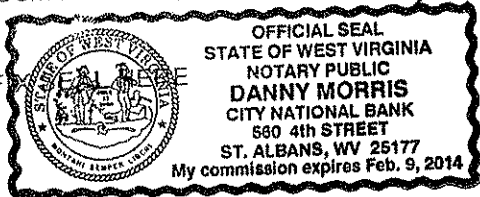
Authorized Signature: [Signature] Date: 6/28/10

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 28th day of June, 2010

My Commission expires February 9, 2014.



NOTARY PUBLIC [Signature]