



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  
 DEP15791

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 GUY NISBET  
 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Thaxton Construction Co, Inc.*  
*P.O. Box 13279*  
*Charleston, WV 25360*  
*55-0743840*

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
06/06/2012				

BID OPENING DATE: 06/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
ADDENDUM NO. 5 ADDENDUM FOR THE SOUTHERN MAINTENANCE SERVICES ISSUED TO ADD ADDITIONAL TERMS AND CONDITIONS PER THE ATTACHMENT. BID OPENING REMAINS: 06/21/2012 AT 1:30PM NO OTHER CHANGES. END OF ADDENDUM NO. 5 SOUTHERN MAINTENANCE OPEN-END CONTRACT						
***** THIS IS THE END OF RFQ DEP15791 ***** TOTAL:						<u>299,802.50</u>

RECEIVED  
 2012 JUL 19 PM 1:19  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Kelley D. Thaxton* TELEPHONE: (304) 984-2299 DATE: 7/2/12  
 TITLE: Vice President FEIN: 55-0743840 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).

DEP15791  
ADDENDUM NO. 5

**ADDITIONAL TERMS AND CONDITIONS**

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:
  - i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

- iv. Notation that no subcontractors will be used if the bidder will perform the work
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - i. The subcontractor listed in the original bid has filed for bankruptcy;
    - ii. The subcontractor in the original bid has been debarred or suspended; or
    - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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

**Solicitation**

NUMBER
DEP15791

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE  
*Thaxton Construction Co, Inc.*  
*P.O. Box 13279*  
*Charleston, WV 25360*  
*55-0743840*

S U P P L I E R

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

DATE PRINTED
06/18/2012

BID OPENING DATE: 07/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.6						
ADDENDUM ISSUED TO NOTIFY VENDOR COMMUNITY OF THE FOLLOWING INFORMATION.						
1. BID OPENING CHANGED FROM:06/21/2012 AT 1:30PM TO:07/12/2012 AT 1:30PM						
NO OTHER CHANGES.						
END OF ADDENDUM NO.6						
0001	1	JB		962-73		
SOUTHERN MAINTENANCE OPEN-END CONTRACT						
***** THIS IS THE END OF RFQ DEP15791 ***** TOTAL:						<u>299,802.50</u>

SIGNATURE <i>Wally D. Thaxton</i>	TELEPHONE <i>(304) 984-2299</i>	DATE <i>7/12/12</i>
TITLE <i>Vice President</i>	FEIN <i>55-0743840</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DEP15788  
Addendum Number: 6

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:** Northern Counties Maintenance Services

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP15788**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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Company

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Authorized Signature

---

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012

**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.
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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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.
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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).



**DEP15791  
ADDENDUM NO. 6**

**ADDITIONAL TERMS AND CONDITIONS**

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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

**Solicitation**

NUMBER
DEP15791

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Thaxton Construction Co, Inc.*  
*P.O. Box 13279*  
*Charleston, WV 25360*  
*55-0743840*

SHIP TO

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

DATE PRINTED
07/09/2012

BID OPENING DATE: 07/19/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 07						
ADDENDUM ISSUED FOR THE SOUTHERN COUNTIES MAINTENANCE SERVICES TO DISTRIBUTE THE ATTACHED DOCUMENTATION.						
BID OPENING DATE CHANGED FROM: 07/12/2012 AT 1:30PM TO: 07/19/2012 AT 1:30PM						
0001	1	JB		962-73		
SOUTHERN MAINTENANCE OPEN-END CONTRACT						
***** THIS IS THE END OF RFQ DEP15791 *****						TOTAL: <u>299,802.50</u>

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE <i>(304) 984-2299</i>	DATE <i>7/19/12</i>
TITLE <i>Vice President</i>	FEIN <i>55-0743840</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DEP15791

Addendum Number: No. 07

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:** 1. Bid Opening date change from:07/12/12 @1:30PM to: 07/19/12 @ 1:30PM., 2. Revised specifications attached.

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

**Terms and Conditions:**

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

**CONTRACT**  
**FOR**  
**ABANDONED MINE LAND SITES**  
**MAINTENANCE SERVICES**  
**SOUTHERN COUNTIES**

**DEP15791**

**ISSUING OFFICE**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF ABANDONED MINE LANDS & RECLAMATION**  
**601 57<sup>TH</sup> ST., SE**  
**CHARLESTON, WEST VIRGINIA 25304-2345**  
**TELEPHONE 304-926-0485**

**This is an Open End Contract and**

**Maximum Project Expenditures**  
**Shall not exceed \$25,000 per project**

## CONTRACTURAL INFORMATION & REQUIREMENTS

### Article 1 – Statement of Work

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

### Article 2 – Location of Work – South

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties.

- |     |            |     |          |
|-----|------------|-----|----------|
| 1.  | Webster    | 11. | Cabell   |
| 2.  | Putnam     | 12. | Kanawha  |
| 3.  | Clay       | 13. | Nicholas |
| 4.  | Greenbrier | 14. | Fayette  |
| 5.  | Summers    | 15. | Mercer   |
| 6.  | Raleigh    | 16. | Wyoming  |
| 7.  | McDowell   | 17. | Mingo    |
| 8.  | Logan      | 18. | Boone    |
| 9.  | Lincoln    | 19. | Wayne    |
| 10. | Roane      | 20. | Mason    |

### Article 3 – Definitions

- A. The words “Owner”, “The State”, “DEP” or “Office of Abandoned Mine Lands & Reclamation (AML&R)” are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word “offeror” refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word “Contract” is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word “Contractor” refers to the person or company contracting with the State to furnish the “services” called for by the contract.
- E. The words “services” or “work” is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, West Virginia Department of Environmental Protection and shall be considered to be the State's authorized representative.

#### Article 4 – Ordering Procedures

- A. This is an open-end 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. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Chief or his representative for the Office of Abandoned Mine Lands & Reclamation, Department of Environmental Protection, by issuance of a Notice to Proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The Contractor shall acknowledge receipt by signing, dating and forwarding back to the Chief the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices set in the contract. Any changes to the items and/or quantities in the Notice to Proceed/Work Directive shall require prior approval by the Chief or his representative for the Office of Abandoned Mine Lands & Reclamation. No Work Directive or Notice to Proceed shall exceed \$25,000.

#### Article 5 – Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

#### Article 6 – General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither 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 regulations pertinent to the work.

#### Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:
  - 1. Unit Pricing
    - Item – As directed by the State in specific notice to proceed.
    - Quantity – As agreed to prior to issuing a Notice to Proceed.  
The quantity of hours shall be the actual hours the equipment is operated on the project.
    - Unit Price - As provided by the Offeror in the proposal.
- B. The Contractor shall invoice (in numeric order) the division after completion of work specified in the Notice to Proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show actual quantities and the associated unit prices.

#### Article 8 – Changes in the Contract

- A. 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 Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
  - 1) By mutual acceptance of a lump sum properly documented (itemized)
  - 2) By unit prices (negotiated)



- \* The quantities are applied for bidding purposes only; actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- \*<sub>1</sub> Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- \*<sub>2</sub> The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch I.D. hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- \*\* This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- \*\*\* Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- \*\*\*<sub>1</sub> Limestone sand shall be 97% CaCO<sub>3</sub> 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- \*\*\*\*\* Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable. Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.
- \*\*\*\*\* The vacuum truck shall be capable of providing 420 cfm of suction and have a pressure discharge. Tank capacity shall be at least 1500 gallons.
- \*\*\*\*\* The small jetter shall be capable of delivering 4 GPM at 3000 psi.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor – The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Certified Payrolls will be submitted to the WVDEP on each work directive.

GABIONS: Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft temper, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, facing wire and stiffeners

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft temper wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

**PERMANENT FENCING:** Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

**STRAW WATTLES:** The wattles shall be twelve (12) inch diameter and consist of cylinders of compressed 100% agricultural straw and wrapped in photo degradable black synthetic netting and installed per manufacturer's recommendations.

**SILT FENCE:** Silt fence materials and installation shall meet all applicable requirements of Section 715.115 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, adopted 2000.

**SUPER SILT FENCE:** Super silt fence shall consist of chain link fence covered with filter cloth and installed on 2.5" diameter galvanized or aluminum posts, spaced 10' maximum apart. The fence shall be installed by trenching and removed as approved by the Engineer.

**EROSION CONTROL MATTING:** Matting shall be SC150 or equal and installed per manufacturer's recommendations.

**CONCRETE JERSEY BARRIER:** Barriers shall consist of twelve (12) foot long, twenty-four (24) inch base width, six (6) inch top width regular J-hook positive connection barriers.

**STRUCTURAL CONCRETE:** The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

**ASPHALT:** The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is "Wearing 1".

**MINI EXCAVATOR:** Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

**EQUIPMENT HOURLY RATES:** All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP15791**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8            |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9            |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10           |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Thaxton Construction Co., Inc.  
Company

Kelley D. Thaxton, V.P.  
Authorized Signature

7/19/12  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.
15. **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>.
16. **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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Thaxton Construction Co., Inc. of Sissonville  
of P.O. Box 13279, Charleston, WV 26360, as Principal, and International Fidelity Insurance Company  
of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey  
with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five thousand dollars & no cents (\$ 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  
providing maintenance services for Abandoned Mine Land projects in the southern counties of West Virginia.

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  
19th day of July, 2012.

Principal Corporate Seal

Thaxton Construction Co., Inc. of Sissonville  
(Name of Principal)

By: *Garland D. Thaxton*  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

International Fidelity Insurance Company  
(Name of Surety)

By: *[Signature]*  
Attorney-in-Fact

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

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYB-SMALLEY, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN HUBBARD-SHERROD

Charleston, WV.

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19th day of July, 2012

Assistant Secretary



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  
 DEP15791

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 THAXTON CONSTRUCTION CO. INC.  
 P.O. Box 13279  
 CHARLESTON, WV 25360

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
02/26/2012				

BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		299,802.50
SOUTHERN MAINTENANCE OPEN-END CONTRACT  REQUEST FOR QUOTATION  MAINTENANCE SERVICES - SOUTHERN COUNTIES  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE MAINTENANCE SERVICES FOR ABANDONED MINE LAND PROJECTS IN THE SOUTHERN COUNTIES OF WEST VIRGINIA. MAINTENANCE MAY BE REQUIRED UPON THE COMPLETION OF A RECLAMATION PROJECT, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE ATTACHED BID SCHEDULE.  MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED: \$25,000.00 PER PROJECT.  SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS						

RECEIVED  
 2012 JUN 21 PM 1:16  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE 304-984-2299	DATE 6/21/12
TITLE V.P.	FAX 55-0743840	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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).





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  
 DEP15791

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Thaxton Construction Co.Inc  
 P.O. Box 13279  
 Charleston, WV 25360

SHIP TO

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

DATE PRINTED 02/26/2012	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
----------------------------	---------------	----------	-------	---------------

BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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 OF WORK.)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FIRM	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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

# Request for Quotation

RFQ NUMBER  
**DEP15791**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**GUY NISBET**  
**304-558-8802**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Thaxton Construction Co. Inc**  
 P.O. Box 13279  
 Charleston, WV 25360

SHIP TO

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

DATE PRINTED <b>02/26/2012</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/27/2012**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>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.</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 IN THE COUNTY OF WORK, 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
 DEP15791

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 4

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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Thaxton Construction Co. Inc  
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ENVIRONMENTAL PROTECTION  
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DATE PRINTED 02/26/2012	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
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BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. BID BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK OR AN IRREVOCABLE LETTER OF CREDIT.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS</p>						

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State of West Virginia  
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**Request for  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/26/2012				

BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM, GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p style="text-align: center;">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 \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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### Request for Quotation

RFQ NUMBER  
 DEP15791

PAGE  
 6

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Thaxton Construction Co. Inc  
 P.O. Box 13279  
 Charleston, WV 25360

SHIP TO

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

DATE PRINTED 02/26/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: THAXTON CONSTRUCTION CO. INC....</p> <p>CONTRACTORS LICENSE NO.: WV.025029.....</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Haley D. Thaxton	TELEPHONE (304) 984-2299	DATE 6/21/12
TITLE V.P.	FAX 55-0743840	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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 DEP15791

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Thaxton Construction Co.Inc  
 P.O. Box 13279  
 Charleston, WV 25360

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/26/2012				

BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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: GN-23</p> <p>REQ. NO.: DEP15791</p> <p>BID OPENING DATE: 3/27/2012</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            304 984-2334</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:            Kelley Thaxton</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE <i>(304) 984-2299</i>	DATE <i>6/21/12</i>
TITLE <i>V.P.</i>	FAX <i>55-0743840</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

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SHIP TO

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BID OPENING DATE: 03/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEP15791 ***** TOTAL:						<u>\$299,802.50</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE (304) 984-2299	DATE 6/21/12
TITLE V.P.	FAX 55-0743840	ADDRESS CHANGES TO BE NOTED ABOVE

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

**CONTRACT**  
**FOR**  
**ABANDONED MINE LAND SITES**  
**MAINTENANCE SERVICES**  
**SOUTHERN COUNTIES**

**ISSUING OFFICE**

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**OFFICE OF ABANDONED MINE LANDS & RECLAMATION**  
**601 57<sup>TH</sup> ST., SE**  
**CHARLESTON, WEST VIRGINIA 25304-2345**  
**TELEPHONE 304-926-0485**

**This is an Open End Contract and**

**Maximum Project Expenditures**  
**Shall not exceed \$25,000 per project**



## CONTRACTURAL INFORMATION & REQUIREMENTS

### Article 1 – Statement of Work

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

### Article 2 – Location of Work – South

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties.

- |               |              |
|---------------|--------------|
| 1. Webster    | 11. Cabell   |
| 2. Putnam     | 12. Kanawha  |
| 3. Clay       | 13. Nicholas |
| 4. Greenbrier | 14. Fayette  |
| 5. Summers    | 15. Mercer   |
| 6. Raleigh    | 16. Wyoming  |
| 7. McDowell   | 17. Mingo    |
| 8. Logan      | 18. Boone    |
| 9. Lincoln    | 19. Wayne    |
| 10. Roane     | 20. Mason    |

### Article 3 – Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Abandoned Mine Lands & Reclamation (AML&R)" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, West Virginia Department of Environmental Protection and shall be considered to be the State's authorized representative.

#### Article 4 – Ordering Procedures

- A. This is an open-end 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. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, West Virginia Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

#### Article 5 – Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

#### Article 6 – General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither 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 regulations pertinent to the work.

#### Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:

1. Unit Pricing

Item – As directed by the State in specific notice to proceed.

Quantity – As agreed to prior to issuing a Notice to Proceed.  
The quantity of hours shall be the actual hours the equipment is operated on the project.

Unit Price - As provided by the Offeror in the proposal.

- B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

#### Article 8 – Changes in the Contract

- A. 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 Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly documented (itemized)
- 2) By unit prices (negotiated)

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft temper wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

**PERMANENT FENCING:** Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

**STRAW WATTLES:** The wattles shall be twelve (12) inch diameter and consist of cylinders of compressed 100% agricultural straw and wrapped in photo degradable black synthetic netting and installed per manufacturer's recommendations.

**SILT FENCE:** Silt fence materials and installation shall meet all applicable requirements of Section 715.115 and 642.6 of the West Virginia Division of Highways Standard Specifications for Roads and Bridges, adopted 2000.

**SUPER SILT FENCE:** Super silt fence shall consist of chain link fence covered with filter cloth and installed on 2.5" diameter galvanized or aluminum posts, spaced 10' maximum apart. The fence shall be installed by trenching and removed as approved by the Engineer.

**EROSION CONTROL MATTING:** Matting shall be SC150 or equal and installed per manufacturer's recommendations.

**CONCRETE JERSEY BARRIER:** Barriers shall consist of twelve (12) foot long, twenty-four (24) inch base width, six (6) inch top width regular J-hook positive connection barriers.

**STRUCTURAL CONCRETE:** The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

**ASPHALT:** The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is "Wearing 1".

**MINI EXCAVATOR:** Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

**EQUIPMENT HOURLY RATES:** All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

# Southern Maintenance

DEP15791

Revised Contractor's Bid Sheet 1

Company Name: THAXTON CONSTRUCTION COMPANY INC.

Address: P.O. 13279

CHARLESTON, WV 25360

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	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**	\$10.00	\$5,000.00
2	100	hour	D-3 Caterpillar Dozer or equal	\$125.00	\$12,500.00
3	100	hour	D-6 Caterpillar Dozer or equal	\$140.00	\$14,000.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	\$100.00	\$10,000.00
5	100	hour	215 Caterpillar Excavator/Backhoe or equal	\$160.00	\$16,000.00
6	20	hour	Cat 303 mini excavator or equal	\$100.00	\$2,000.00
7	20	hour	Skid Steerer (Bobcat) or equal	\$100.00	\$2,000.00
8	70	hour	Tandem Dump Truck (10 cy capacity)*1	\$120.00	\$8,400.00
9	20	hour	Single Axel Dump (10 ton capacity)	\$100.00	\$2,000.00
10	20	hour	Articulated Truck (14.5 cy capacity)	\$150.00	\$3,000.00
11	50	hour	Sewer Cleaning Truck*2	\$150.00	\$7,500.00
12	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	\$170.00	\$11,900.00
13	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil) (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	\$120.00	\$2,400.00
14	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).	\$0.25	\$1,250.00
15	100	ton	Agriculture Lime	\$170.00	\$17,000.00
16	20	ton	Fertilizer 10-20-10	\$400.00	\$8,000.00
17	20	ton	Straw Mulch***	\$300.00	\$6,000.00
18			Sediment & Erosion Control		
18a	200	linear foot	Straw Wattles	\$8.00	\$1,600.00
18b	500	linear foot	Silt Fence	\$7.00	\$3,500.00
18c	500	linear foot	Super Silt Fence	\$15.00	\$7,500.00
18d	300	square yard	Erosion Control Matting	\$8.00	\$2,400.00
19	10	ton	Wood Cellulose Fiber Mulch	\$360.00	\$3,600.00
20	200	ton	Limestone Sand***,	\$40.00	\$8,000.00
21	200	ton	18" RipRap (Sandstone or Limestone)	\$50.00	\$10,000.00
22	200	ton	#57 River Gravel/Sandstone	\$50.00	\$10,000.00
23	200	ton	1-1/2" Crusher Run Stone	\$50.00	\$10,000.00
24	200	linear foot	8" ADS Pipe (Perforated or Solid)	\$30.00	\$6,000.00
25	200	linear foot	8" SDR 35 PVC Pipe	\$20.00	\$4,000.00

Southern Maintenance  
DEP15791  
Revised Contractor's Bid Sheet - Page 2

26	100	linear foot	12" SDR 35 PVC Pipe	\$10.00	\$1,000.00
27	100	linear foot	15" SDR 35 PVC Pipe	\$15.00	\$1,500.00
28	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal	\$20.00	\$10,000.00
29	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal	\$30.00	\$15,000.00
30	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	\$40.00	\$20,000.00
31			Filter Fabric		
31a	200	linear foot	Filter Fabric - Dupont Tyvar 3401 or equal	\$4.00	\$800.00
31b	200	linear foot	Filter Fabric - LinQ GTF400EO or equal for underdrain	\$2.00	\$400.00
32	100	linear foot	Permanent Fencing	\$10.00	\$1,000.00
33	3	each	Access Gate - 16 foot heavy gauge round tubular farm gate Type "A" Manhole - <i>As per DOH Standard Detail Ref Sheet DR7-A.</i>	\$250.00	\$750.00
34	6	linear height	Type "G" Drop Inlet with grate - <i>As per DOH Standard Detail Ref Sheet DR6-G.</i>	\$900.00	\$5,400.00
35a	3	each	Type I Urban Grate only	\$3,000.00	\$9,000.00
35b	5	each	Type I Urban Grate only	\$500.00	\$2,500.00
36	5	each	8" SDR 35 PVC Pipe Clean-out	\$300.00	\$1,500.00
37	5	each	12" SDR 35 PVC Pipe Clean-out	\$600.00	\$3,000.00
38	50	hour	Vacuum Truck*****	\$100.00	\$5,000.00
39	10	each	Gabions (3'x3'x6' zinc-coated basket)	\$300.00	\$3,000.00
40	5	each	Concrete Jersey Barrier	\$500.00	\$2,500.00
41	20	cubic yard	3000 psi Structural Concrete	\$250.00	\$5,000.00
42	10	bag	Soda Ash Briquette 50# bags	\$40.00	\$400.00
43	20	hour	2" Water Pump	\$40.00	\$800.00
44	20	hour	6" Water Pump	\$60.00	\$1,200.00
45	40	hour	Small Jetter*****	\$100.00	\$4,000.00
46	20	hour	Chain Saw (20" bar)	\$80.00	\$1,600.00
47	20	hour	Weed Eater with Brush Blade	\$60.00	\$1,200.00
48	5	gallon	Roundup Vegetation Killer	\$0.50	\$2.50
49	50	square yard	Asphalt Wearing Course Material	\$30.00	\$1,500.00
50	20	hour	Hydraulic Excavator Hammer (4000#)	\$125.00	\$2,500.00
51	20	hour	Laborer I*****	\$25.00	\$500.00
52	20	hour	Laborer II*****	\$80.00	\$1,600.00
53	20	hour	Laborer III*****	\$80.00	\$1,600.00
TOTAL					\$299,802.50

Thaxton Construction Company, Inc.

By: Kelley D. Thaxton, V.P.

6/21/12



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

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, KELLEY D. THAXTON, after being first duly sworn, depose and state as follows:

- 1. I am an employee of THAXTON CONSTRUCTION Co. Inc.; and,  
(Company Name)
- 2. I do hereby attest that THAXTON CONSTRUCTION Co. Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

THAXTON CONSTRUCTION Co. Inc.  
(Company Name)

By: Kelley D. Thaxton

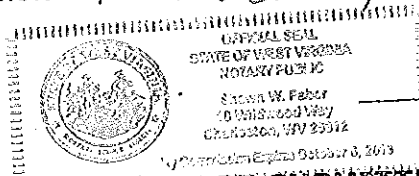
Title: VP

Date: 6/19/12

Taken, subscribed and sworn to before me this 19<sup>th</sup> day of JUNE 2012

By Commission expires Oct. 1, 2013

(Seal)



Shawn W. Faber  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

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: THAXTON CONSTRUCTION CO. INC

Authorized Signature: Kelley D. Thaxton Date: 6/19/12

State of West Virginia

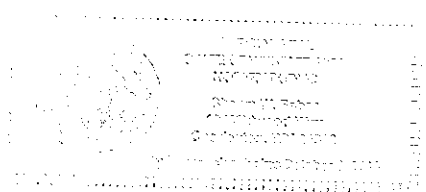
County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 19 day of JUNE, 2012.

My Commission expires Oct. 16, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Shawn W. Fakes





### AML CONTRACTOR INFORMATION FORM

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

#### Part A: General Information

Contractor Name: THAXTON CONSTRUCTION CO. INC Tax Payer ID No.: 55-0743890  
Address: P.O. Box 13279  
City: CHARLESTON State: WV Zip Code: 25360 Phone: 304 984-2299  
Fax No.: 304 984-2334 E-mail address: \_\_\_\_\_

#### Part B: Legal Structure

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

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

I, KELLEY D. THAXTON, have the express authority to certify that:

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

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

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

6/19/12  
Date

Kelley D. Thaxton  
Signature

VP  
Title

#### Important!

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

Part D.

Contractor Name: THAXTON CONSTRUCTION CO. INC.

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

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

Name SEE ATTACHMENT Position/Title \_\_\_\_\_  
Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
Begin Date: \_\_\_\_\_ % of Ownership \_\_\_\_\_  
Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
Begin Date: \_\_\_\_\_ % of Ownership \_\_\_\_\_  
Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
Begin Date: \_\_\_\_\_ % of Ownership \_\_\_\_\_  
Ending Date: \_\_\_\_\_

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
Begin Date: \_\_\_\_\_ % of Ownership \_\_\_\_\_  
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 average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the

Date: 9-May-2007

Applicant Violator System  
Current Organizational Family Tree (OFT)Time :11:43:33  
Page: 1

(141839) THAXTON CONSTR CO INC

Total Number: 7

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Hold Own. Code
141841	THAXTON, GARLAND D	SH	1-Aug-1995		100%
141841	THAXTON, GARLAND D	PRS	1-Mar-2001		
141841	THAXTON, GARLAND D	TRS	1-Mar-2001		
141842	THAXTON, KELLEY D	SEC	1-Aug-1995		
141842	THAXTON, KELLEY D	VP	1-Mar-2001		
141844	WILKINSON, CHESTER H	COF	1-Aug-1995		
141845	THAXTON, LESTER L	COF	1-Aug-1995		

*Kelley D. Thaxton, V.P.*  
*6/21/02*



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  
 DEP15791

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 GUY NISBET  
 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Thaxton Construction Co. Inc  
 P.O. Box 13279  
 Charleston, WV 25360

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
04/10/2012				

BID OPENING DATE: 04/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM ISSUED TO NOTIFY VENDOR COMMUNITY OF THE FOLLOWING INFORMATION.		
				1. BID OPENING CHANGED FROM: 04/12/2012 AT 1:30PM TO: 04/24/2012 AT 1:30PM		
				2. TO ADD ADDENDUM ACKNOWLEDGEMENT.		
				EXHIBIT 10		
				REQUISITION NO.: DEP15791		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO. 'S:		
				NO. 1 ✓		
				NO. 2 ✓		
				NO. 3 ✓		
				NO. 4 ✓		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kyle D. Thaxton</i>	TELEPHONE 304) 984-2299	DATE 6/21/12
TITLE V.P.	FED. NO. 55-0743840	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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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).



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  
 DEP15791

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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VENDOR

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Thaxton Construction Co. Inc  
 P.O. Box 13279  
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SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
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 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/10/2012				

BID OPENING DATE: 04/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ADDENDUM (S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Kelly R. Thaxton</i>            SIGNATURE  <i>Thaxton Construction Co. Inc</i>            COMPANY  <i>6/19/12</i>            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						
0001	1	JB		962-73		299,802.50
SOUTHERN MAINTENANCE OPEN-END CONTRACT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelly R. Thaxton</i>	TELEPHONE <i>(304) 984-2299</i>	DATE <i>6/21/12</i>
TITLE <i>V.P.</i>	FEIN <i>55-0743540</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
 DEP15791

PAGE  
 3

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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	FOB	FREIGHT TERMS
04/10/2012				

BID OPENING DATE: 04/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP15791 ***** TOTAL:						\$299,802.50

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kelley D. Thaxton</i>	TELEPHONE 304-984-2299	DATE 6/21/12
TITLE V.P.	FEIN 55-0743840	ADDRESS CHANGES TO BE NOTED ABOVE

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Thaxton Construction Co., Inc. of Sissonville  
of P.O. Box 13279, Charleston, WV 26360, as Principal, and International Fidelity Insurance Company  
of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey  
with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five thousand dollars & no cents (\$ 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  
providing maintenance services for Abandoned Mine Land projects in the southern counties of West Virginia.

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  
21st day of June, 2012.

Principal Corporate Seal

Thaxton Construction Co., Inc. of Sissonville  
(Name of Principal)

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

President  
(Title)

Surety Corporate Seal

International Fidelity Insurance Company  
(Name of Surety)

By: [Signature]  
Attorney-in-Fact

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



# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYB-SMALLEY, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN HUBBARD-SHERROD  
  
Charleston, WV.

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such Instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of June, 2012

Assistant Secretary