



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
DEP13959

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
*FBLE Construction LLC
 HC 82, Box 203A
 Marlinton WV 24954*

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/27/2008				

BID OPENING DATE: 04/03/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-86		
<p>ROAD INSTALLATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION, SEEKS BIDS TO PROVIDE LANDFILL ACCESS AND WELL ROAD CONSTRUCTION AT TEN (10) FACILITIES AS OUTLINED ON THE ATTACHED SPECIFICATIONS, TERMS & CONDITIONS, AND SCOPE OF WORK.</p> <p>MANDATORY PRE-BID WILL BE HELD 03/12/2008 @ 10:00 AM, AT DEP HEADQUARTERS LOCATED AT 601 57TH ST SE, CHARLESTON, WV 25304. CALL 304.926.0499 FOR DIRECTIONS. FAILURE TO ATTEND THIS MANDATORY PRE-BID MEETING WILL RESULT IN THE DISQUALIFICATION OF THE VENDOR'S BID.</p> <p>IT IS THE AGENCY'S INTENT TO AWARD THIS CONTRACT IN WHOLE TO ONE CONTRACTOR; HOWEVER, THE AGENCY RESEVES THE RIGHT TO AWARD BASED ON REGION AND SPLIT THE AWARD IF IT IS IN THE BEST INTEREST OF THE AGENCY AND THE STATE TO DO SO.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-799-4630	3/31/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>M.E.M. K.C.</i>	800 11324	

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



State of West Virginia
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 CHUCK BOWMAN
 304-558-2157

RFQ COPY
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*FIBLE Construction, LLC
 HC 82, Box 203A
 Marlinton WV 24954*

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
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BID OPENING DATE: 04/03/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-799-4620 DATE 3/31/08
 TITLE Member FEIN 80011324 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

RFQ COPY

TYPE NAME/ADDRESS HERE

*ABLE Construction LLC
 HC 82, Box 203A
 Marlinton WV 24954*

SHIP TO

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

DATE PRINTED 02/27/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.

3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.

REV. 10/01/01

EXHIBIT 5

NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE IDENTIFIED COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. VISIT: HTTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING08.HTM FOR RATES.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark...</i>	TELEPHONE 304-744-4630	DATE 3/31/08
TITLE MEMBER	FEIN 80011324	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

*ABLE Construction LLC
 HC 82, Box 203A
 Marlinton WV 24954*

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<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<i>[Signature]</i>	304-744-4630	3/31/08
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<i>MEM REC</i>	80011324	

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

RFQ COPY
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VENDOR

*ABBE Construction LLC
 HC 82, Box 203A
 Marlinton WV 24954*

SHIP TO

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 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & 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 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</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chuck Bowman</i>	TELEPHONE 304-799-4630	DATE 3/31/08
TITLE <i>Member</i>	FEIN 80011324	ADDRESS CHANGES TO BE NOTED ABOVE

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

RECEIVED

RFQ COPY
 TYPE NAME/ADDRESS HERE

*ABLE Construction LLC
 HC 82, Box 2037
 Marlinton WV 24954*

SHIP TO

ENVIRONMENTAL PROTECTION
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 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
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PRICE THAN THE FOREIGN MADE PRODUCTS.

IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.

(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>M. Embler</i>	TELEPHONE 304-799-4630	DATE 3/31/08
TITLE Member	FEIN 80011324	ADDRESS CHANGES TO BE NOTED ABOVE

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OPENING DATE.

(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.

REV. 11/96

EXHIBIT 10

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 NOS.:

- NO. 1 ✓ acknowledged
- NO. 2 ✓ acknowledged
- NO. 3
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-799-4630** DATE **3/31/08**

TITLE **MEMBER** FEIN **80011234** ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

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Marlinton WV 24954

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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.

.....*Michael S. Shuck*.....SIGNATURE
*ABLE Construction LLC*.....COMPANY
*3/31/08*.....DATE

REV. 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:

CONTRACTORS NAME:*ABLE Construction LLC*.....

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Member</i>	TELEPHONE <i>304-799-4630</i>	DATE <i>3/31/08</i>
TITLE <i>Member</i>	FEIN <i>80011234</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONTRACTORS LICENSE NO.: <i>WV 038444</i></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 style="text-align: center;">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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-799-4630</i>	DATE <i>3/31/08</i>
TITLE <i>Member</i>	FEIN <i>80011234</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

Landfill Access and Well Road Installation

To provide landfill access and well road installation at 10 facilities managed within the Landfill Closure Assistance Program (LCAP) in West Virginia. Please see attached specifications.

General Conditions:

A mandatory Pre-bid Conference will be held at the WVDEP, Office of Environmental Remediation located at 601 - 57th Street, SE, Charleston, WV 25304.

This contract shall provide for all labor, materials, transportation, tools, equipment, supplies, and incidentals to: 1) install new access or well roads with not less than a 6 oz filter fabric overlaid with a 10 foot wide by 6 inch thick of #1 stone, 2) installation of diversion ditches (where needed) and 3) 18" culvert piping (where needed). The culvert piping may be constructed of durable plastic with corrugations on the outside and smooth on the inside or better as directed by the project manager. The contractor shall provide equipment suitable to the WV DEP for performing the work. Any modifications shall be requested in writing and shall be approved or disapproved in writing by the WV DEP LCAP program manager.

The contractor shall be responsible for locking the facilities while no one is present. The contractor shall be provided a key to the commonly keyed locks installed by WV DEP.

Maintaining Access:

The WV DEP will be responsible for maintaining reasonable access to all areas necessary for completion of the contract. The contractor will report excessive deterioration to landfill caps and access roads and other damages if encountered, to allow for repair to be scheduled and completed in a timely manner.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives.

Method of measurement:

Road installation, and culverts shall be measured as a "per foot" unit, cost including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP.

Method of payment:

Invoices may be submitted upon completion of each site or a combination of two or more sites. Invoices must be submitted to the regional office listed below.

Region One

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
2031 Pleasant Valley Road
Fairmont, WV 26554
Attn: Paul Benedum
Phone: (304) 368-2000 ext. 3729

Region Three

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717-A Main Street Annex
Summersville, WV 26651
Attn: Clyde Bennett
Phone: (304) 872-3800

Attachment A

Listed below are the LCAP facilities and footages to be installed under this RFQ

<u>Region One Includes:</u>	Footages to be installed		
	Road	Ditch	Culvert
1. City of Clarksburg Landfill	1,200 LF	1000 LF	60 LF
2. Marion County Landfill	500 LF	0 LF	20 LF
3. Monongalia County Landfill	1,200 LF	0 LF	20 LF
4. <u>City of Wheeling Landfill</u>	800 LF	500 LF	60 LF
Total Footage	3,700 LF	1,500 LF	160 LF

<u>Region Three Includes:</u>	Footages to be installed		
	Road	Ditch	Culvert
1) Central WV Refuse Landfill	1,800 LF	1,500 LF	80 LF
2) Don's Disposal Landfill	1,400 LF	1,000 LF	60 LF
3) ERO Landfill	200 LF	200 LF	40 LF
4) Mingo County Landfill	700 LF	500 LF	60 LF
5) Pine Creek / Omar Landfill	300 LF	300 LF	40 LF
6) <u>City of South Charleston Landfill</u>	1,500 LF	1,500 LF	80 LF
Total Footage	5,900 LF	5,000 LF	360 LF

**DEP13959
BID SHEET
REVISED PER ADDM.#1**

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Road Installation Region One

<u>Item No.</u>	<u>Description</u>		<u>FT</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Install new access or well road	5,300	LF	_____ \$ / LF	_____
0002	Install diversion ditch	1,500	LF	_____ \$ / LF	_____
0003	18 inch Culvert	160	LF	_____ \$ / LF	_____

Total Project Cost = No Bid

Company Name ABKE Construction LLC

Address: _____

Name (printed) Michael J Shisler Title _____

Signature _____ Date _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable, pursuant to Legislative Rule 148-CSR1, 6.4.2.

Q. The contract states that the vendor will need to report damage to the cap. Will the vendor be responsible for repairing it?

A. No, DEP just needs the vendor to report damage.

Q. Will the vendor be required to seed disturbances?

A. No.

Q. Will a PE or licensed surveyor need to make the measurements?

A. No the DEP will make the measurements with a measuring wheel.

Q. Will the vendor be compensated for extra stone if they encounter a soft spot?

A. If the vendor needs to add double the profile to one spot, they will be paid for the first profile plus the second.

Q. What is the maximum cut?

A. Just sod.

Q. Where will the vendor dispose of cut trees or brush?

A. Cut trees or brush will be left at the landfill.

Q. If the vendor disturbs an area and slippage occurs, who will be responsible?

A. During construction, the vendor is per EPA erosion controls. After the road is approved by DEP, it is the responsibility of DEP.

Q. Does the vendor need to supply a one year warranty on the work?

A. No.

Q. Are there directions to the landfill sites?

A. DEP will provide the successful vendor directions and meet with them on the site. This information is also available on the DEP website at: <http://gis.wvdep.org/lcap/>

Region Two contact information:

Region Two

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717-A Main Street Annex
Summersville, WV 26651
Attn: Mark Church
Phone: (304) 872-3800

DEP13959
BID SHEET
REVISED PER ADDM.#1
 Department of Environmental Protection
 Office of Environmental Remediation
 Landfill Closure Assistance Program

Landfill Road Installation **Region Two**

<u>Item No.</u>	<u>Description</u>	<u>FT</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Install new access or well road	1,800 LF	<u>14.80</u> \$ / LF	<u>\$ 26,640.00</u>
0002	Install diversion ditch	0 LF	<u>0</u> \$ / LF	<u>0</u>
0003	18 inch Culvert	50 LF	<u>4.25</u> \$ / LF	<u>\$ 225.00</u>

Total Project Cost = \$ 26,865.00

Company Name ABLE Construction

Address: HC 82, Box 203 Fl Marlinton WV

Name (printed) Michael J Shisler Title MEMBER

Signature  Date 3/31/08

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable, pursuant to Legislative Rule 148-CSR1, 6.4.2.

DEP13959
REVISED PER ADDM.#1

Attachment A

Listed below are the LCAP facilities and approximate footages to be installed under this RFQ

<u>Region One Includes:</u>	Approx Footages to be installed		
	Road	Ditch	Culvert
1. City of Clarksburg Landfill	1,800 LF	1000 LF	60 LF
2. Marion County Landfill	500 LF	0 LF	20 LF
3. Monongalia County Landfill	2,200 LF	0 LF	20 LF
4. City of Wheeling Landfill	800 LF	500 LF	60 LF
Approximate Totals	5,300 LF	1,500 LF	160 LF

<u>Region Two Includes:</u>	Approx Footages to be installed		
	Road	Ditch	Culvert
1) Morgan County Landfill	1,800 LF	0 LF	50 LF
Approximate Totals	1,800 LF	0 LF	50 LF

<u>Region Three Includes:</u>	Approx Footages to be installed		
	Road	Ditch	Culvert
1) Central WV Refuse Landfill	1,800 LF	1500 LF	80 LF
2) Don's Disposal Landfill	1,400 LF	1,000 LF	60 LF
3) ERO Landfill	200 LF	200 LF	40 LF
4) Mingo County Landfill	700 LF	500 LF	60 LF
5) Pine Creek / Omar Landfill	300 LF	300 LF	40 LF
6) City of South Charleston Landfill	1,500 LF	1,500 LF	80 LF
Approximate Total Footage	5,900 LF	5,000 LF	360 LF

BID SCHEDULE

~~Region II~~ *Region III*

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Road Installation Region Three

<u>Item No.</u>	<u>Description</u>	<u>FT</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Install new access or well road	5,900 LF	_____ \$ / LF	_____
0002	Install diversion ditch	5,000 LF	_____ \$ / LF	_____
0003	18 inch Culvert	360 LF	_____ \$ / LF	_____

Total Project Cost = No Bid

Company Name ABLE Construction LLC

Address: _____

Name (printed) Michael J Shuster Title _____

Signature _____ Date _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. Pursuant to Legislative Rule 148-CSR1, 6.4.2

STATE OF WEST VIRGINIA
Purchasing Division

017

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 exceed five percent of the total contract amount.


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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: FABLE Construction LLC

Authorized Signature:  Date: 3/31/08



Western Surety Company

BID BOND (Percentage)

Bond Number: 70486268

KNOW ALL PERSONS BY THESE PRESENTS, That we Able Construction, LLC
 _____ of
Hc 82 Box 203a, Marlinton, WV 24954, hereinafter
 referred to as the Principal, and Western Surety Company
 _____ State of West Virginia Department of Environmental
 as Surety, are held and firmly bound unto Protection
 of Office of M&ER, 601 57th St., Charleston, WV 25304
 hereinafter referred to as the Oblige, in the sum of Five (5 %) percent of the greatest
 amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Grading Road Capon Springs Morgan County RFQ# DEP13959

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
 specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
 contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
 damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
 obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 3rd day of April, 2008.

Able Construction, LLC

 (Principal)

By *James W. White* (Seal)

Western Surety Company

 (Surety)

By *Ann D. Chafin* (Seal)
 Ann D. Chafin Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

STATE OF West Virginia }
COUNTY OF Fayette } ss Bond No. 70486268

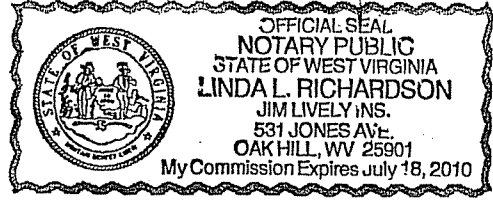
On this 3rd day of April, 2008, before me, a notary public in and for said County, personally appeared Ann D. Chafin to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Ann D. Chafin acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Oak Hill, West Virginia, the day and year last above written.

My commission expires July 18, 2010

Linda L. Richardson
Notary Public

Form 906-4-2000



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70486268

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Ann D. Chafin

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Able Construction, LLC

Obligee: State of West Virginia Department of Environmental Protection

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

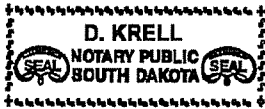
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 3, 2008, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of April, 2008.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

On this 3rd day of April, in the year 2008, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of April, 2008.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President