



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
DEP13974

PAGE
1

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

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

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

DATE PRINTED 04/02/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 05/20/2008 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		962-73		\$ 98,875.00
I RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO AWARD A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AT TODD'S EXXON IN SALEM, WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS, AND THE BID SCHEDULE AS ATTACHED. A MANDATORY ON-SITE PRE-BID CONFERENCE WILL BE HELD 04/23/2008 AT 11:00 AM. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN BID DISQUALIFICATION. DIRECTIONS: TAKE I-79 TO CLARKSBURG, TAKE EXIT #119/CLARKSBURG/BRIDGEPORT (RT. 50). GO 14.7 MI ON US-50 W. TAKE RAMP ONTO E MAIN ST(WV-23) TOWARD DOWNTOWN SALEM - GO 1.6 MI. ARRIVE AT 156 E MAIN ST, SALEM, ON THE LEFT. LONGITUDE: 80 33' 21", LATITUDE: 39 16' 55" EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Jeff Stevens</i>	TELEPHONE 304-422-0025	DATE 5-20-08	
TITLE General Superintendent	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PROCEED.</p> <p>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.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR DODDRIDGE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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 BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-422-0025 DATE 5-20-08

TITLE General Superintendent FEIN 55-0691657 ADDRESS CHANGES TO BE NOTED ABOVE

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	MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WIL 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. () MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR. REV. 11/00 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 4-29-08 NO. 2 NO. 3 NO. 4					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-422-0025	5-20-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Superintendent	55-0691657	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE 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><i>[Signature]</i>SIGNATURE J.C. Bosley Construction, Inc.COMPANY 5-20-08DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-422-0025** DATE **5-20-08**

TITLE **General Superintendent** FEIN **55-0691657** ADDRESS CHANGES TO BE NOTED ABOVE

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304-558-2157

ROBERT V. BOZZER

*709060315 304-422-0025
J C BOSLEY CONSTRUCTION INC
PO BOX 67

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: J.C. Bosley Construction, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV003012</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-422-0025	DATE 5-20-08
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TITLE General Superintendent	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:		CB-23				
REQ. NO.:		DEP13974				
BID OPENING DATE:		05/20/2008				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-422-0414 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Jeff Stevens -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 304-422-0025	DATE 5-20-08
TITLE General Superintendent	FEIN 55-0691657	ADDRESS CHANGES TO BE NOTED ABOVE

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DEP13974

REQUEST FOR QUOTES

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

**Removal of Underground Storage Tanks
at
Todd's Exxon
Salem, WV**

BACKGROUND

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration (DLR), Office of Environmental Remediation (OER) will be utilizing funds from the EPA Petroleum Brownfields program to assess a site contaminated by petroleum from a leaking underground storage tank. This site is considered a relatively low-risk petroleum site.

SERVICES REQUIRED

The WVDEP/OER is requesting quotes to properly close five underground storage tanks including (1) 10,000 gallon tank, (2) 6,000 gallon tanks, (1) 2,000 gallon tank, (1) 1,000 gallon tank and (1) 500 gallon above ground storage tank located at Todd's Exxon, 156 East Main Street, Salem, Doddridge County, WV. The WVDEP/OER shall be responsible for retaining the right of entries, and collection and analyses of soil samples.

GENERAL CONDITIONS

A mandatory Pre Bid Conference will be held on site at Todd's Exxon, 156 East Main Street, Salem, Doddridge County, WV.

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

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

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

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

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

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

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

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

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

Contractor must submit Class B certified person and number and certified well driller name and number with bid. Also, Contractor must submit all critical personnel's full name and date of 8 hr. refresher for the 40-hour health and safety-training course.

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

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

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

UNDERGROUND STORAGE TANK CLOSURES

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

Environmental Protection must certify this individual in accordance to State regulations. This individual is included and stated as certified personnel time in the following:

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

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

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

This item will include all costs for transporting the petroleum-contaminated liquids from the site to a proper disposal and/or recycling facility. This item shall be paid on a lump sum basis.

- 3. Purge vapors from UST/AST to < 10 % LEL.

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

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

This item shall include all certified personnel time, labor, material, equipment, and all other ancillary equipment necessary to excavate and extract the UST and associated piping from the ground. This item shall be paid on a per 1000 gallon tank volume basis.

- 5. Cut openings and clean sludges from the UST and AST.

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

- 6. Dispose/scrap cleaned UST/AST.

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

7. Disposal of tank cleaning sludges.

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

8. Segregate and stockpile petroleum contaminated soils.

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

9. Backfill excavations.

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

10. Mobilization and demobilization.

This item shall include all transportation cost of all equipment to and from site. This item shall be a lump sum price. (This item does not include transportation of contaminated liquids to disposal facility - see item 2; or transportation of Direct Push Equipment to and from site - see line item # 13.)

11. Load, transport and properly dispose of non-hazardous materials.

Load, transport and properly dispose of non-hazardous materials such as broken concrete slabs, piping & etc at a state approved landfill and supply disposal receipts. Unit price includes landfill tipping fees, etc. (per ton).

12. Load, transport and properly dispose of petroleum-contaminated soil.

Load, transport and properly dispose of petroleum-contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees, etc. (per ton).

13. Direct Push Equipment.

This item shall include all personnel (certified well driller/operator), equipment, materials, and transportation of Direct Push Equipment to and from the site. This price includes at least discrete interval soil sampling and or continuous coring. This item shall be paid on a per "on site" 10 hour day basis.

14. Temporary 1 inch piezometer for groundwater sampling.

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install a temporary 1-inch piezometer. This item shall be paid on a per linear foot basis.

15. Disposable Polyethylene Bailers, .75" x 36", Weighted.

Polyethylene, weighted, disposal, tubular water sampler with ball check valve (.75" x 36"). This item shall be paid on a per bailer basis.

16. IDW Disposal.

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

17. Tank closure report forms, boring logs and submittal.

This item shall include all labor, material, word processing and site sketches necessary to complete the closure forms and reports and submit to WVDEP. This item shall be a lump sum price.

Note: In the event that an additional underground storage tank is found, the submitted unit price will be used. Closure of an additional tank requires approval from WVDEP Contract Specialist Bryan Arthur (304-924-6211).

Class B Certified person:

Name: Scott Fore Class B License #: AB147 Exp Date: 12-31-08

Name: _____ Class B License #: _____ Exp Date: _____

Name: _____ Class B License #: _____ Exp Date: _____

Certified Monitoring Well Driller person:

Name: William Cavender Registration #: WV00437 Exp Date: 4-5-09

Name: _____ Registration #: _____ Exp Date: _____

Name: _____ Registration #: _____ Exp Date: _____

40 Hr. HAZWOPER and 8 hr. refresher date- Certified person:

Name: Scott Fore Certified Y/N Y 8 hr. Refresher Date: 11-26-08

Name: _____ Certified Y/N _____ 8 hr. Refresher Date: _____

Name: _____ Certified Y/N _____ 8 hr. Refresher Date: _____

DEP 13974 Bid Schedule

114

Item No.	Quantity	Description	Unit Price	Amount
1	1,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	.98	980.00
2	1	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility. (lump sum)	1,900.00	1,900.00
3	6	Purge vapors from UST (5) and AST(1) to <10% LEL. (per tank)	214.00	1,284.00
4	25	Excavate and extract UST / piping from the ground. (per 1000 gallon tank volume)	660.00	16,500.00
5	6	Cut openings in USTs (5) / AST(1) and clean sludges from them. (per tank)	620.00	3,720.00
6	6	Dispose / scrap cleaned UST. (5) / AST (1) (per tank)	240.00	1,440.00
7	6	Dispose of tank-cleaning sludges. (per drum)	630.00	3,780.00
8	500	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	4,90	2,450.00
9	680	Backfill excavations with crusher run. (per ton)	36.80	25,024.00
10	1	Mobilization and demobilization. (lump sum)	1,500.00	1,500.00
11	10	Load, transport and properly dispose of non-hazardous material such as piping, dispensers, etc. (per ton)	56.00	560.00
12	500	Load, transport and properly dispose of petroleum contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees, etc. (per ton)	69.89	34,945.00
13	2	Direct push equipment including mobilization and demobilization. (per day)	1,760.00	3,520.00
14	120	Temporary 1 inch piezometer for groundwater sampling. (per linear foot)	.40	48.00
15	12	Disposable Polyethylene Bailers, .75" x 36", Weighted. (each)	44.00	528.00
16	2	IDW Disposal (per drum).	98.00	196.00
17	1	Tank closure report forms, boring logs and submittal. (lump sum)	500.00	500.00
TOTAL =				98,875.00

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**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.

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: J.C. Bosley Construction, Inc.

Authorized Signature: _____

Date: 5-20-08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J.C. Bosley Construction, Inc.
of Mineral Wells, WV, as Principal, and Travelers Casualty and Surety Company
of America of Independence, OH, a corporation organized and existing under the laws of the State of _____
CT with its principal office in the City of Independence, Ohio, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Removal of Underground Storage Tanks at Todd's Exxon - Salem, 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
20th day of May, 2008

Principal Corporate Seal

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

Surety Corporate Seal



Travelers Casualty and Surety Company of America
(Name of Surety)
By: [Signature]
Melissa M. Lear 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

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

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

Surety Bond No. Bid Bond

Principal: J.C. Bosley Construction, Inc.

OR

Project Description: Removal of Underground Storage Tanks at Todd's
Exxon - Salem, West Virginia

Obligee: State of West Virginia

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Melissa M. Lear of the City of Cleveland, State of OH, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of August, 2006.

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

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



State of Connecticut

City of Hartford ss.

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

On this the 11th day of August, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

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

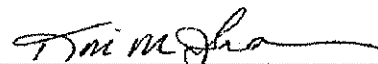
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2008.



Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2007

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 37,873,011	UNEARNED PREMIUMS	\$ 730,254,613
BONDS	3,104,486,088	LOSSES	844,437,206
STOCK	15,130,363	LOSS ADJUSTMENT EXPENSES	142,917,790
INVESTMENT INCOME DUE AND ACCRUED	39,571,437	COMMISSIONS	20,639,009
PREMIUM BALANCES	242,032,832	TAXES, LICENSES AND FEES	18,020,630
NET DEFERRED TAX ASSET	40,256,377	OTHER EXPENSES	20,534,912
REINSURANCE RECOVERABLE	5,291,924	FUNDS HELD UNDER REINSURANCE TREATIES	144,930,804
OTHER ASSETS	694,517	CURRENT FEDERAL AND FOREIGN INCOME TAXES	75,624,277
		REMITTANCES AND ITEMS NOT ALLOCATED	43,949,134
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	36,765,131
		PAYABLE TO PARENT, SUBSIDIARIES & AFFILIATES	28,464,286
		RETROACTIVE REINSURANCE RESERVE	21,398,974
		POLICYHOLDER DIVIDENDS	8,459,798
		PROVISION FOR REINSURANCE	5,627,014
		PAYABLE FOR SECURITIES	3,636,924
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(23,607,201)
		OTHER ACCRUED EXPENSES AND LIABILITIES	62,933
		TOTAL LIABILITIES	\$ 2,120,116,034
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,055,923,113
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,365,220,515
TOTAL ASSETS	\$ 3,485,336,549	TOTAL LIABILITIES & SURPLUS	\$ 3,485,336,549

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

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30th DAY OF JUNE 2007.

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

Marie C. Tetreault
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 17TH DAY OF AUGUST, 2007

