



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

Quotation

DEP14150

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

Lambert Excavation
 P.O. BOX 2732
 EIKINS WV 26241

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 10/30/2008 | | | | |

BID OPENING DATE: 11/18/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|-----------|
| 0001 | | EA | | 968-72 | | 775000.00 |
| <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL MATERIALS, LABOR AND APPROPRIATE EQUIPMENT TO CONDUCT SNOW REMOVAL FOR WINTER ACCESS TO VARIOUS SITES AND PUMPING SERVICES TO INCLUDE ACID MINE DRAINAGE SLUDGE AT VARIOUS SPECIAL RECLAMATION PROJECT SITES IN NORTHERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, AND TERMS AND CONDITIONS CONTAINED HERE IN.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p> | | | | | | |

RECEIVED
 2008 NOV 18 P 12:51
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Joseph E Lambert</i> | TELEPHONE 304-636-9027 | DATE 11-18-08 |
| TITLE owner | FEIN 55-0768851 | 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 fee.
5. 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.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

Quotation

DEF14150

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

Lambert Excavation
 PO Box 2732
 ELKINS WV 26241

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 10/30/2008 | | | | |

BID OPENING DATE: 11/18/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>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> <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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Joseph Lambert</i> | TELEPHONE 304-636-9027 | DATE 11-18-08 |
| TITLE owner | FEIN 550768851 | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

Quotation

DEP14150

3

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

RECEIVED

Lambert Excavation
 P.O. BOX 2732
 ELKIN WV. 26241

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 10/30/2008 | | | | |

BID OPENING DATE: 11/18/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88</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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NORTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, 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>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>AUTOMOBILE LIABILITY: VENDOR SHALL PROVIDE PROOF OF AUTO LIABILITY INSURANCE. AUTO LIABILITY INSURANCE SHALL HAVE BODILY INJURY LIMITS OF NOT LESS THAN THREE HUNDRED THOUSAND DOLLARS (U.S. \$300,000.00) PER OCCURRENCE AND PROPERTY DAMAGE LIMITS OF NOT LESS THAN ONE HUNDRED THOUSAND DOLLARS (U.S. \$100,000.00)</p> <p style="text-align: center;">NOTICE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Joseph Lambert</i> | TELEPHONE 304-636-9027 | DATE 11-18-08 |
| TITLE owner | FEIN 550768851 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the scope of work as described in this contract. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Sludge pumping will be from treated acid mine drainage settling ponds through 6 inch diameter high density polyethylene piping, which has been permanently installed beside the pond to sludge drying cells. The sludge pipe connections are fitted with cam and groove adaptors for quick connection to a pump. Most sludge drying cells are 120 feet or less in height above the treatment settling ponds (ponds require approximately 20 feet of suction lift). Some treatment sites require two 6 inch sludge pumps in series or use of a high-head pump due to pumping heights greater than 120 feet. The pumping distance varies from site to site, but is normally less than 1000 feet. All pumps shall be in good operable condition and be readily available to be used at as many as four different locations at any given time. Some sludge removal sites will require continuous pumping from start-up to finish. Any trailer-mounted pumps specified shall meet Department of Transportation (DOT) approval for highway travel.

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. The DEP staff, as well as the contractor, needs winter access to these sites for sludge pumping. The access road lengths vary from site to site, and may be 0.5 to 2.0 miles on average, however some sites may be more.

CONTRACTUAL INFORMATION & REQUIREMENTS

Location of Work-North

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

- | | |
|-----------------|----------------|
| 1. Hancock | 15. (Tucker) |
| 2. Brooke | 16. Barbour |
| 3. Ohio | 17. Lewis |
| 4. Marshall | 18. Braxton |
| 5. Wetzel | 19. (Upshur) |
| 6. Tyler | 20. Pocahontas |
| 7. (Monongalia) | 21. Randolph |
| 8. (Preston) | 22. Pendleton |
| 9. Marion | 23. Gilmer |
| 10. Doddridge | 24. Webster |
| 11. Harrison | 25. Pleasants |
| 12. Taylor | 26. Wood |
| 13. (Mineral) | 27. Ritchie |
| 14. (Grant) | |

| | | |
|--|-------------|-----------------------------|
| BUYER CB-23 | PAGE 006 | REQ. OR PO NO. DEP 14150 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special 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 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 Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

Ordering Procedure

- 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.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, 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. No work shall be performed until a notice to proceed has been issued by the State.

Delivery

- A. The contractor shall complete the specified maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each pumping session or work directive.

| | | |
|--|-------------|-----------------------------|
| BUYER CB-23 | PAGE 007 | REQ. OR PO NO. DEP 14150 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

- B. Inspections of each project will be made by the Director or his authorized representative as the work progresses and at completion. A final inspection will be made when all work is completed.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

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, if needed.
- 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 work directive, 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.

Costs and Payments

- A. Payment to the contractor will be made on the following basis:
1. Unit Pricing

Item - As directed by the State in specific work directive.

Quantity - As agreed to prior to issuing a Notice to Proceed.

Unit Price - As provided by the Offeror in the proposal.
- B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the quantities and unit prices approved in the cost estimate for the work directive.
- Multiple invoices will be accepted on Work Directives with prior approval of the DEP.

| | | |
|--|-------------|-----------------------------|
| BUYER CB-23 | PAGE 008 | REQ. OR PO NO. DEP 14150 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

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)

All materials must have approval from a DEP representative.

| | | |
|--|-------------|-----------------------------|
| BUYER CB-23 | PAGE 009 | REQ. OR PO NO. DEP 14150 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

BID ITEM TECHNICAL SPECIFICATIONS

1.0 MOBILIZATION/DEMobilIZATION

Payment shall be made for mobilization and/or demobilization of each 6 inch Trash Pump to and from the sludge pumping sites as defined in the Work Directives. This bid item shall also be utilized for mobilization and demobilization for each snow plow truck to and from the treatment sites as defined in the Work Directives. If multiple sites are to be consecutively pumped or plowed, the mobilization will only be paid from site to site after reaching the first site. Demobilization shall be paid when leaving the last site.

Method of Payment: Payment shall be based on an Hourly Rate unit price. The maximum bid amount shall be \$60/Hour.

2.0 SETUP AND DISMANTLE OF 6 INCH PUMPS

Payment shall be made for setup and dismantle of each 6 inch Trash Pump at a sludge pumping site. Any persons involved in the setup and dismantle of pumps, not including the pump operator, shall be incidental to this bid item. Pump personnel shall be included with each pump specified for a site by a DEP representative. Any adjustments to the suction and discharge lines after the initial pump setup at a pumping site shall not be considered a separate event.

Method of Payment: Payment shall be lump sum unit price for each actual setup or relocation of the pump. The maximum lump sum bid amount shall be \$300/EA.

3.0 TRASH PUMP(S) 6 INCH DIAMETER gas a/o diesel powered with trailer mounting

These pumps shall be used for the actual sludge pumping from the treatment ponds to sludge drying cells. Provide Godwin brand self-priming centrifugal 6 inch x 6 inch size pump model #CD150M (or approved equal). Minimum pump specifications include: Solids handling type pumps of up to 3 inch diameter spherical solids; Dry running capability; Capable of pumping 800 gpm at 140 feet Total Dynamic Head (TDH); Operate at the pump motor's rated maximum continuous performance (see the pump manufacturer performance curve) for the duration of pumping on site to obtain maximum pumping efficiency.

If a larger pump is utilized than the one specified, it shall be the contractor's responsibility to verify that the pumping rate is equal or greater than described above.

A minimum of 100 feet of suction hose shall be provided with each pump. A minimum of 150 feet of discharge hose shall be provided with each pump. A minimum of three pumps shall be available for use at multiple pumping locations in the northern area. Also, two pumps may be used in series at one time at a treatment site. All personnel necessary to efficiently and effectively operate the pump(s) shall be included with this bid item unit price. A bolt on type float shall be available for each pump suction line, and at the DEP representative's request, the float may be required to maintain the suction line off of the bottom of the pond. The float may need to be adjusted for each pond, or as a pond is pumped.

Pump Operator(s) Responsibilities: The operator(s) shall be responsible for cleaning of any suction strainer heads on the suction lines; installing and adjusting floats on the suction lines to maintain a mixture of heavy sludge and water; moving or making adjustments to the location of suction line while pumping by use of ropes attached to the suction line. The pump operator(s) shall be responsible to insure that the pump is operated at maximum efficiency.

Method of Payment: Payment shall be based on an Hourly Rate (actual hours of pump use).

| | | |
|--|-------------|-----------------------------|
| BUYER CB-23 | PAGE 010 | REQ. OR PO NO. DEP 14150 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

4.0 HIGH HEAD TRASH PUMP 6 INCH DIAMETER gas a/o diesel powered with trailer mounting

This pump shall be used for the actual sludge pumping from the treatment ponds to sludge drying cells at higher elevations. Provide Godwin brand self-priming centrifugal 6 inch x 6 inch size pump model#CD160M (or approved equal). Minimum pump specifications include: Solids handling type pump of up to 3 inch diameter spherical solids; Dry running capability; Capable of pumping 800 gpm at 220 feet Total Dynamic Head (TDH); Operate at the pump motor's rated maximum continuous performance (see the pump manufacturer performance curve) for the duration of pumping on site to obtain maximum pumping efficiency.

If a larger pump is utilized than the one specified, it shall be the contractor's responsibility to verify that the pumping rate is equal or greater than described above.

A minimum of 100 feet of suction hose shall be provided with each pump. A minimum of 150 feet of discharge hose shall be provided with each pump. A minimum of one pump shall be available for use at multiple pumping locations in the northern area. All personnel necessary to efficiently and effectively operate the pump shall be included with this bid item unit price. A bolt on type float shall be available for each pump suction line, and at the DEP representative's request, the float may be required to maintain the suction line off of the bottom of the pond. The float may need to be adjusted for each pond, or as a pond is pumped.

Pump Operator(s) Responsibilities: The operator(s) shall be responsible for cleaning of the suction strainer head on the suction line; installing and adjusting the float on the suction line to maintain a mixture of heavy sludge and water; moving or making adjustments to the location of suction line while pumping by use of ropes attached to the suction line. The pump operator(s) shall be responsible to insure that the pump is operated at maximum efficiency.

Method of Payment: Payment shall be based on an Hourly Rate unit price (actual hours of pump use).

5.0 WATER PUMP(S) 3 INCH DIAMETER gas a/o diesel powered

This pump shall be used for certain treatment sites to circulate water in the treatment pond to move the sludge toward the 6 inch pump intake line. This process liquefies the sludge to allow for easier pumping.

A minimum of 100 feet of suction hose shall be provided with the pump. A minimum of 200 feet of discharge hose shall be provided with the pump. The discharge hose shall have an industrial duty wash down nozzle to produce a narrow stream.

Pump Operator(s) Responsibilities: The operator(s) shall be responsible for maintaining the discharge line to effectively circulate fresh water toward the section of the pond with dense sludge; use the wash down nozzle to direct a stream of water in dense sludge areas to move the sludge toward the 6 inch intake line; wash down the entrance rip rap ditches, if requested by the DEP representative.

There will be no payment for mobilization and demobilization for this pump. The setup and dismantle for this pump shall be incidental to this bid item, and there will be no separate payment. All personnel necessary to efficiently and effectively operate the pump(s) shall be included with this bid item unit price. A minimum of two pumps shall be available for use at multiple pumping locations in the northern area.

Method of Payment: Payment shall be based on an Hourly Rate unit price (actual hours of pump use).

6.0 SNOW REMOVAL

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. A minimum of two trucks shall be available for snow removal at multiple locations, or use of both trucks at one location. The minimum size trucks shall be one (1) ton size pickups with 8 feet wide

| | | |
|--|-------------|-----------------------------|
| BUYER CB-23 | PAGE 011 | REQ. OR PO NO. DEP 14150 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

(minimum) snow blades. The truck and plow operator(s) shall be included with this unit price. Mobilization and demobilization to the site shall be paid with Bid Item # 1.0.

Method of Payment: Payment shall be based on an Hourly Rate unit price.

| | | |
|--|-------------|-----------------------------|
| BUYER CB-23 | PAGE 012 | REQ. OR PO NO. DEP 14150 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36 STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

BID SCHEDULE

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|--|--------------------|--------------|
| 1.0 | 1000 HRS | Mobilization/Demobilization (Maximum Bid Amount = \$60/HR) | \$60.00 PER HR | \$60,000.00 |
| 2.0 | 200 EA | Setup and Dismantle of 6" Pumps (Maximum Bid Amount = \$300/EA) | \$250 /EA | \$50,000.00 |
| 3.0 | 3000 HRS | Trash Pump(s) 6 inch Dia. Gas a/o DSL powered with trailer mounting | \$135.00 PER HR | \$405,000.00 |
| 4.0 | 1000 HRS | High Head Trash Pump 6 inch Dia. Gas a/o DSL powered with trailer mounting | \$160.00 PER HR | \$160,000.00 |
| 5.0 | 500 HRS | Water Pump(s) 3 inch Dia. Gas a/o DSL powered | \$80.00 PER HR | \$40,000.00 |
| 6.0 | 500 HRS | Truck(s) with snow blade; minimum 1 ton pickup with 8-foot wide snow blade. (Personnel included) | \$120.00 PER HR | \$60,000.00 |
| | | TOTAL | | \$775,000.00 |

NOTE:

- All items must be bid and bid in the unit measure specified in the quantity column.
- 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 pumping and / or snow removal.
- Bid items #3.0, #4.0, and #5.0 unit prices shall also include all personnel necessary to effectively and efficiently operate each pump(s).
- Please review the Bid Item Technical Specifications for further details of each bid item.

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Lambert Excavation Signed: Joseph E Lambert
 Date: 11-18-08 Title: OWNER

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

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 is in compliance with the requirements as stated.

Vendor's Name: Lambert Excavation

Authorized Signature: Joseph E Lambert Date: 11-18-08