



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

**Request for  
 Quotation**

RFO NUMBER  
**DEP14520**

PAGE  
**1**

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

**RFQ COPY**

**TYPE NAME/ADDRESS HERE**

Service Pump & Supply, Inc.  
 P.O. Box 2097  
 Huntington, WV 25721

**ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911**

DATE PRINTED <b>12/11/2008</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **01/06/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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<b>1001</b>	<b>1</b>	<b>JB</b>		<b>968-72</b>		
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**SLUDGE PUMPING/SNOW REMOVAL SOUTHEAST SPEC REC SITES**

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 SOUTHEASTERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, SCOPE OF WORK, AND TERMS AND CONDITIONS CONTAINED HERE IN.

**EXHIBIT 3**

**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.**

**UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE**

**2009 JAN -6 AM 11:23  
 WV PURCHASING  
 DIVISION**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Ray Keth* TELEPHONE **304-429-6731** DATE **1/6/09**

TITLE **Sils** FEIN **55-0599012** ADDRESS CHANGES TO BE NOTED ABOVE



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VENDOR

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPT. OF**  
**OFFICE OF SPECIAL RECLAMATION**  
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**OAK HILL, WV**  
**25901**                      **304-465-1911**

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<p><b>CONTRACT.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</b></p> <p><b>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.</b></p> <p><b>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</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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VENDOR

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BID OPENING DATE: **01/06/2009**                      **BID OPENING TIME 01:30PM**

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<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 SOUTHEASTERN 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 BOBILY 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;"><b>NOTICE</b></p>						

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SIGNATURE                      TELEPHONE                      DATE

TITLE                      FEIN                      ADDRESS CHANGES TO BE NOTED ABOVE



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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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**BID OPENING DATE: 01/06/2009 BID OPENING TIME 01:30PM**

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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**A SIGNED BID MUST BE SUBMITTED TO:**

**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  
 RFQ. NO.: DEP14520  
 BID OPENING DATE: 01/06/2009  
 BID OPENING TIME: 1:30 PM**

**PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY  
 TO CONTACT YOU REGARDING YOUR BID:**

**(304)-429-6736**

**CONTACT PERSON (PLEASE PRINT CLEARLY):**

**Ray Redman**

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

SIGNATURE <i>Ray Redman</i>	TELEPHONE <b>(304)-429-6731</b>	DATE <b>01-06-09</b>
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TITLE <i>Sola</i>	FEIN <b>55-0599012</b>	<b>ADDRESS CHANGES TO BE NOTED ABOVE</b>
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# 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: SERVICE PUMP & SUPPLY                      Signed: [Signature]  
 Date: 1-6-09    Title: VICE PRESIDENT OF SALES

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

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. Most sludge drying cells are 120 feet or less in height above the treatment settling ponds (ponds require pumps to have 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 two 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 AMD Treatment operations. 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-South

The area of work shall include the South Eastern 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. Fayette
2. (Greenbrier)
3. McDowell
4. Mercer
5. Monroe
6. (Nicholas)
7. Raleigh
8. Summers
9. Wyoming

#### 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.

BUYER CB-23	PAGE 007	REQ. OR PO NO. DEP 14520
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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

- 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 or his authorized representative, 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 upon completion of each pumping session, snow removal session or work directive.
- 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.

BUYER CB-23	PAGE 008	REQ. OR PO NO. DEP 14520
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. 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.
    - Estimated Quantity - As agreed to prior to issuing a Notice to Proceed on the Work Directive. Payment is to be actual quantity used, not to exceed the estimated quantity approved in the work directive.
    - 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 and actual quantities of work completed for the work directive.  
Multiple invoices will be accepted on Work Directives with prior approval of the DEP.

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.



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)	\$ 55.00 PER HR	\$ 45,000
2.0	200 EA	Setup and Dismantle of 6" Pumps (Maximum Bid Amount = \$300/EA)	\$ 150.00 PER EA	\$ 30,000
3.0	3000 HRS	Trash Pump(s) 6 inch Dia. Gas a/o DSL powered with trailer mounting	\$ 115.00 PER HR	\$345,000
4.0	1000 HRS	High Head Trash Pump 6 inch Dia. Gas a/o DSL powered with trailer mounting	\$ 130.00 PER HR	\$130,000
5.0	500 HRS	Trash Water Pump(s) 2 inch Dia. Gas a/o DSL powered	\$ 20.00 PER HR	\$ 10,000
6.0	500 HRS	Trash Water Pump(s) 3 inch Dia. Gas a/o DSL powered	\$ 25.00 PER HR	\$ 12,500
7.0	500 HRS	Pressure Washer Gas a/o DSL powered	\$ 55.00 PER HR	\$ 27,500
8.0	500 HRS	Trimmer (weed trimmer) Gas a/o DSL powered	\$ 55.00 PER HR	\$27,500
9.0	500 HRS	Truck(s) with snow blade; minimum 1 ton 4 wheel drive pickup truck with 8-foot wide snow blade. (Personnel included)	\$ 90.00 PER HR	\$45,000
		<b>TOTAL</b>		\$ 672,500

**NOTE:**

1. All items must be bid and bid in the unit measure specified in the quantity column.
2. 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.
3. Bid items #3.0, #4.0, #5.0, and #6.0 unit prices shall also include all personnel necessary to effectively and efficiently operate each pump(s).
4. Bid items #7.0 and #8.0 unit price shall also include all personnel necessary to effectively operate each.
5. Please review the Bid Item Technical Specifications for further details of each bid item.