



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  
 DEP14558

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 JL Pretzel Contracting LLC  
 9 Belgian Estates  
 Bruceston Mills WV  
 26525

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/15/2009				

BID OPENING DATE: 02/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$144,800.00
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 2-ACRE ABANDONED MINE PROJECT KNOWN AS THE "ADRIAN (CUTRIGHT) PORTALS &amp; DRAINAGE" PROJECT, LOCATED NEAR BUCKHANNON, WEST VIRGINIA, (UPSHUR CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 02/10/09 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>DIRECTIONS TO PREBID:</p> <p>SITE 1, FROM BUCKHANNON, TAKE RT. 20 SOUTH TO ADRIAN. AFTER PASSING THE VILLAGE HARDWARE STORE, TURN LEFT AT THE NEXT DRIVEWAY. THE CUTRIGHT PROPERTY HAS A BLUE AND WHITE TRAILER AND A SMALL WHITE HOUSE.</p> <p>SITE 2, ALTON ROAD (CR 20/10). PROCEED 2.2 MILES, CROSSING TWO BRIDGES, AND PARK ON THE LEFT IMMEDIATELY AFTER CROSSING THE SECOND BRIDGE.</p> <p>PORTAL #1 IS ON THE OPPOSITE SIDE OF THE CREEK, ABOUT 20' ABOVE THE STREAM. PORTAL #2 IS 450 FEET DOWN-STREAM AND LOCATED IN THE WOODS ON THE HILLSIDE ABOUT 150 FEET SOUTHWEST OF THE COUNTY ROAD. PORTAL #3 IS LOCATED 750 FEET TO THE SOUTHWEST OF THE BRIDGE JUST ABOVE THE OLD HAULROAD THAT PARALLELS THE STREAM.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-379-7789	DATE 3/6/2009	
TITLE Mgr.	FERN 20-8097120	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."

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**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



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<p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&amp;R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</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 HEREIN.</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 UPSHUR COUNTY, PURSUANT</p>						

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<p>TO WEST VIRGINIA CODE 21-5A, ET, SEQ.            (PREVAILING WAGE RATES APPLY TO THIS PROJECT.)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS</p>						

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BID BOND

FOND #261046-10

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED J L PRETZEL CONTRACTING, LLC

9 BELGIAN ESTATES, BRUCETON MILLS, WV 26525 AS PRINCIPAL, AND

AMERICAN CONTRACTORS INDEMNITY COMPANY AS SURETY, ARE HEREBY HELD AND

FIRMLY BOUND UNTO WV ENVIRONMENTAL PROTECTION AS OWNER IN THE

PENAL SUM OF SEVEN THOUSAND FIVE HUNDRED FOR THE PAYMENT OF WHICH, WELL AND

TRULY TO BE MADE, WE HEREBY JOINTLY AND SEVERALLY BIND OURSELVES, SUCCESSORS AND ASSIGNS,

SIGNED, THIS 10TH DAY OF MARCH, ~~XX~~ 2009

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS THE PRINCIPAL HAS SUBMITTED TO WV ENVIRONMENTAL PROTECTION A CERTAIN BID, ATTACHED HERETO AND HEREBY MADE A PART HEREOF TO ENTER INTO A CONTRACT IN WRITING, FOR THE RESTORATION OF LAND & OTHERE PROPERTIES AT BUCKHANNON, WV - DEPI4558

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate,
- (B) If said Bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: It being 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 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 OWNER MAY ACCEPT SUCH BID; AND SAID SURETY DOES HEREBY WAIVE NOTICE OF ANY SUCH EXTENSION.

IN WITNESS WHEREOF, THE PRINCIPAL AND THE SURETY HAVE HEREUNTO SET THEIR HANDS AND SEALS, AND SUCH OF THEM AS ARE CORPORATIONS HAVE CAUSED THEIR CORPORATE SEALS TO BE HERETO AFFIXED AND THESE PRESENTS TO BE SIGNED BY THEIR PROPER OFFICERS. THE DAY AND YEAR FIRST SET FORTH ABOVE.



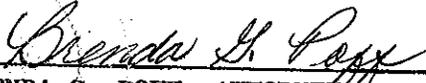
J L PREIZEL CONTRACTING, PRINCIPAL

(L.S.)

AMERICAN CONTRACTORS INDEMNITY COMPANY

SURETY

BY:

  
BRENDA G. POFF, ATTORNEY-IN-FACT

IMPORTANT -- Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Charles W. Manning or Brenda G. Poff of Huntington, West Virginia**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*Three Million\*\*\* Dollars (\$\*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on March 18, 2011. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15<sup>th</sup> day of July, 2008.

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]  
**Daniel P. Aguilar, Vice President**

State of California

County of Los Angeles SS:

On this 15<sup>th</sup> day of July, 2008, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature: [Signature] (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10TH day of MARCH, 2009

Corporate Seals

Bond No. 261046-10  
Agency No. 9130



[Signature]  
**Jeannie J. Kim, Assistant Secretary**



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<p>UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00            *****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV            *****</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, 1900 KANAWHA BLVD. E, BLDG. 6, RM 749-B, CHARLESTON, WV 25305, PH. 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.            BIDDER TO COMPLETE:</p>						

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SIGNATURE TELEPHONE 304-379-7789 DATE 3/6/2009

TITLE Mgr. FEIN 20-8097120 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONTRACTORS NAME: ..... <i>J.L. Pretzel Contracting LLC</i></p> <p>CONTRACTORS LICENSE #: ..... <i>WV #042529</i> .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE &amp; 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>(1) NOTICE TO PROCEED:          THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE:          (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE</p>						

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<p>PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:            (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:            (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-379-7789 DATE: 3/06/2009

TITLE: *[Signature]* FEIN: 20-8097120 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
 DEP14558

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*JL Pretzel Contracting LLC  
 9 Belgian Estates  
 Brucean Mills WV  
 26525*

ENVIRONMENTAL PROTECTION

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/15/2009				

BID OPENING DATE: 03/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.            (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS:            ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "ADRIAN (CUTRIGHT) PORTALS AND DRAINAGE" PROJECT.            PLANS &amp; SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 9 DRAWINGS AS PREPARED IN-HOUSE BY THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>(6) PAYMENTS AND COMPLETION:            THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT:            THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE (304) 379-7789	DATE 3/06/2009
TITLE <i>Mgr.</i>	FEIN 20-8097120	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 1/2005						
PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS						
1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,						
A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.						
B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.						
C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE <i>Mgr.</i>	FEIN 20-8097120	ADDRESS CHANGES TO BE NOTED ABOVE

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2.						
<p>THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p>						
3.						
<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p>						
<p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU</p>						

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<p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .DEP14558...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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J L Pretzel Contracting LLC  
 9 Belgian Estates  
 Brunston Mills WV  
 26525

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 601 57TH STREET SE  
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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <input checked="" type="checkbox"/> .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE            J L Pretzel Contracting ..... COMPANY            3-6-09 ..... DATE</p>						

REV. 11/96

NOTICE  
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SIGNATURE	TELEPHONE 304-379-7789	DATE 03/06/2009
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14558</p> <p>BID OPENING DATE: 03/10/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- (304) 379-7788 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	304-379-7789	03/06/2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Mgr.	20-8097120		

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DEP14558

OMB #1029-0119

Expiration Date: 01/31/2010

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information

Contractor Name: JL Pretzel Contracting LLC Tax Payer ID No.: 20-8097120  
Address: 9 Belgian Estates  
City: Bruceston Mills State: WV Zip Code: 26525 Phone: 304-379-7789  
Fax No.: 304-379-7788 E-mail address: pretzel@adl.com

Part B: Legal Structure

- Corporation  Sole Proprietorship  Partnership  LLC
- Other (please specify)

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, JAMIE L. Pretzel, have the express authority to certify that:  
(print name)

Information on the attached Entity OFT from AVS is accurate, complete, and upto-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.

Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.

Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

Date 3/06/2009 Signature [Signature] Title Mgr.

IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from [www.avs.osmre.gov](http://www.avs.osmre.gov) on the Internet.

Part D.

Contractor Name:

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name JAMIE L. Pretzel Position/Title Mgr.  
 Address 9 Belgian Estates Telephone # 304-379-7789  
Bruceston Mills WV % of Ownership 1/2007  
 Ending Date: 26525

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

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

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

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.



STATE OF WEST VIRGINIA  
Purchasing Division

019

**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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: J K Bretzel Contracting LLC  
Authorized Signature: [Signature] Date: 03/06/2009



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  
**DEP14558**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*JL Pretzel Contracting LLC*  
*9 Belgian Estates*  
*Bruceton Mills, WV 26525*

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/23/2009				

BID OPENING DATE: **03/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE ADRIAN (CUTRIGHT) PORTALS & DRAINAGE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE RESULTING Q/A AND REVISED BID SCHEDULE FROM THE 02/10/09 MANDATORY PRE-BID MEETING.						
BID DATE AND OPENING TIME REMAIN UNCHANGED AS 03/10/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		\$ 144,500.00
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14558 *****						TOTAL: \$ 144,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **304-379-7789** DATE **03/06/2009**

TITLE *Mgr.* FEIN **20-8097120** 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."

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**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

# MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : 14558 Bid Date: 3/10/09  
 Project: ADRIAN (CUTRIGHT) PDR Pre-Bid Date: 2/13/09

Name : Bearie McEourt  
 Company: Mountain Movers  
 Address: 216 South Main  
Weston 26452  
 Phone #: (304) 269-2449  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Harrison C Bowman  
 Company: Green Mountain CO.  
 Address: 511 50<sup>th</sup> St. Charleston  
WV 25304  
 Phone# : 304-925-0253  
 Fax # : 304-925-4043  
 Email : JodyMay@aol.com

Name : Alex Wolfe  
 Company: Wolfe's Excavating, LLC  
 Address: Rt 1 Box 97  
Tennelton WV, 26444  
 Phone #: 304-612-5656  
 Fax # : 304-842-3240  
 Email : wolfesexcavating@yahoo.com

Name : Chad Bilotta  
 Company: Anderson Excavating LLC  
 Address: 343 Williams Rd  
Morgantown WV 26501  
 Phone# : 304-288-0920  
 Fax # : 304-983-4759  
 Email : Chilotta54@yahoo.com

Name : Gary E. Stanley  
 Company: Stanley Ind, Inc.  
 Address: 7 Maple Lake  
Bridgeport WV  
26330  
 Phone #: 304-842-8560  
 Fax # : 304-842-8609  
 Email : GStanley@aol.com

Name : (Todd H Linger) Excavating LLC  
 Company: Todd H Linger Excavating LLC  
 Address: 1376 Broad Run Rd  
Jane Lew WV. 26378  
 Phone# : (304) 884-7576  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Rick Maynard  
 Company: TAYLOR CONTRACTING  
 Address: PO BOX 545  
WAYNE, WV 25570  
 Phone #: 304-522-7625  
 Fax # : 304-522-9819  
 Email : \_\_\_\_\_

Name : Ed Paugh  
 Company: J. F. Allen Co.  
 Address: PO 2049  
Buckhannon, WV.  
 Phone# : 304-472-8890  
 Fax # : 304-472-8897  
 Email : \_\_\_\_\_

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DCE 14558  
 Project: ADRIAN

Bid Date: 3.10.09  
 Pre-Bid Date: 2.10.09

Name : LANNIE WALTON  
 Company: BEAR CONTRACTING  
 Address: PO BOX 1196  
BRIDGEPORT  
WV  
 Phone #: 304 842-3002  
 Fax #: 304 842-9433  
 Email : murso@bear-contracting.com

Name : Robert Barnes  
 Company: Barnes Exc. LLC  
 Address: PO BOX 13384  
Sissonville  
WV 25360  
 Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email : None

Name : JAMIE Pretzel  
 Company: J.L. Pretzel Contracting  
 Address: 9 Belvoir Est.  
Bruceston Mills WV 26025  
 Phone #: 304-779-7789  
 Fax #: 304-779-7788  
 Email : prtzroc@joh.com

Name : ARTHUR Lantz  
 Company: Hull's Contracting  
 Address: Rt 6 Box 85  
Buckhannon WV  
26201  
 Phone #: 304-472-6408  
 Fax #: 304 473-1722  
 Email : None

Name : GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION INC.  
 Address: P.O. BOX 218  
KENNA, WV  
25248  
 Phone#: (304) 372-4378  
 Fax #: (304) 372-4378  
 Email : None

Name : Shry Long  
 Company: M'Court's Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601  
 Phone#: 304 765-5288  
 Fax #: 304 765-5293  
 Email : NONE

Name : Ashley Adkins  
 Company: Aspen Corporation  
 Address: 2400 Ritter Drive  
Daniels WV 25832  
 Phone#: (304) 763-4573  
 Fax #: (304) 763-4591  
 Email : jadkins@aspen-golf.com  
jkuhin@aspen-golf.com

Name : DENNIS C. ELSON  
 Company: COWGIRL LP INC  
 Address: PO BOX 243  
SIMPSON WV 26435  
 Phone#: 304 739 4897  
 Fax #: 304-739-4401 -626-0151  
 Email : DCE.COWGIRLUP@GARTHINK.NET

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DSP 14558  
Project: ADRIAN

Bid Date: 3.10.09  
Pre-Bid Date: 2.10.09

Name : Eugene McKenzie  
Company: The McKenzie Co.  
Address: 315 7th St  
Raleigh, NC 25962  
Phone #: 304-438-5215  
Fax #: 304-438-5215  
Email :

Name : Roger L. Collins Jr.  
Company: Collins Building & Contracting, Inc.  
Address: 390 Corby Ave  
Fluorwood, WV 26621  
Phone #: 304-765-3521  
Fax #: 304-765-3721  
Email :

Name : Jim STEWART  
Company: AMERICAN FENCE  
Address: FAIRMONT AVE.

Name :  
Company:  
Address:

Phone #: 612-4248  
Fax #: 265-4898  
Email : JATZEY (A) AOL

Phone# :  
Fax # :  
Email :

Name : Doug Vincent  
Company: Breakaway Inc.  
Address: 1075 Old Turnpike Rd  
South, WV 26601

Name :  
Company:  
Address:

Phone #: 765-5317  
Fax #: 765-5209  
Email :

Phone# :  
Fax # :  
Email :

Name : John Skidmore  
Company: MT Home Properties  
Address: 305 39th St  
Charles, Tom, WV

Name :  
Company:  
Address:

Phone #: 304-925-4834  
Fax #: 304-925-4032  
Email :

Phone# :  
Fax # :  
Email :

**Addendum #1 - Questions During Pre-Bid Meeting  
For DEP 14558  
Adrain (Cutright) Portals and Drain Project**

The following questions were identified from the Pre-Bid Conference. The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) **Q.** The road into Site #1, is this the only access to the houses located in the back?  
**A.** Yes.
- 2.) **Q.** What size is the pipe for the bat gate?  
**A.** It is an elliptical 81" by 59" pipe as noted in the plans and specifications.
- 3.) **Q.** How many manholes are on this project?  
**A.** One, as noted on the plans.
- 4.) **Q.** Is the manhole the same as the DOH specified?  
**A.** Yes, a standard Type "A" manhole, as noted in the specifications.
- 5.) **Q.** What is to be done with the timber?  
**A.** Follow the specifications as they are written.
- 6.) **Q.** How many piezometers are there to be filled?  
**A.** Three, one for each of the openings at site #1.
- 7.) **Q.** How do you access the mine opening on site #2 that is located closest to the bridge?  
**A.** Use the access identified on the plans.
- 8.) **Q.** What type of stone is used?  
**A.** Sandstone is used in mine seals and under drains and limestone is used in open limestone channels and ditches as indicated in the plans and specifications.

The Contractor shall have 90 days from the date of the Notice to Proceed to complete Construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.