



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
DEP14999

PAGE
1

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

*709052432 304-292-1135
 CTL ENGINEERING OF WV INC
 733 FAIRMONT ROAD

MORGANTOWN WV 26501

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

MORGANTOWN

SHIPTON

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2010				

BID OPENING DATE: 06/02/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-16		
<p>DRILLING SERVICES FOR NORTHERN DISTRICT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS & RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO ENTER WITH THE AGENCY INTO AN OPEN-END CONTRACT TO PROVIDE DRILLING SERVICES IN THE NORTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, AND THE ATTACHED BID SCHEDULE.</p> <p>THESE SERVICES WILL RESULT IN THE DEVELOPMENT OF INVESTIGATIVE REPORTS FOR AGENCY USE.</p> <p>EXHIBIT 1</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 CONTRACT.</p>						

RECEIVED
 2010 JUN 24 A 9:56
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	(304) 292-1135		
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Director Business Development	55-063-1834		

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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MORGANTOWN WV 26501

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

DATE PRINTED 05/06/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE AND COMPREHENSIVE VEHICLE LIABILITY INSURANCE IN THE AMOUNT NOT LESS THAN \$2,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURRENCE AND NOT LESS THAN \$2,000,000.00 AGGREGATE, PRIOR TO ISSUANCE OF CONTRACT.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **(304) 292-1135** DATE: _____

TITLE: **Director Business Development** FEIN: **55-063-1834** ADDRESS CHANGES TO BE NOTED ABOVE

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



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05/06/2010				

BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED WITH EACH BID AS A BID BOND. 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 UNDER \$100,000.00. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 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.: DEP14999</p> <p>BID OPENING DATE: 06/02/2010</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 292-1135	DATE
TITLE Director Business Development	FEIN 55-063-1834	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/06/2010				

BID OPENING DATE: **06/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				(304) 296-9302		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Royden Loucks		
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						<u>\$475,202.⁵⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Royden Loucks* TELEPHONE: (304) 292-1135 DATE: _____

TITLE: Director Business Development FEIN: 55-063-1834 ADDRESS CHANGES TO BE NOTED ABOVE

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REVISED per Addendum #4

WV-36(Rev. 01/01/07)

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page 1 of 2 Pages

Requisition / P.O. No.:
DEP14999

File:

Acct. No.:

Spending Unit:

Vendor: CTL Engineering of West Virginia, Inc. P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT- Addendum #4		
1	3000 LF	SOIL BORINGS	\$10.00 / ft	\$ 30,000.00
2	200 EA	SPLIT SPOON SAMPLES	\$10.00 EA	\$ 2,000.00
3	75 EA	SHELBY TUBE SAMPLES	\$100.00 EA	\$ 7,500.00
4	4000 LF	ROCK CORE BORING	\$45.00 / ft	\$ 180,000.00
5	175 Hrs	PORTABLE DRILL UNIT (Winkie)	\$ 120.00 / Hr	\$ 21,000.00
6	1800 LF	PVC PIEZOMETER INSTALLATION	\$15.00 / ft	\$ 32,400.00
7	50 EA	CASING/LOCKS	\$ 132.75 EA	\$ 6,637.50
8	4000 Mi	MOBILIZATION/DEMOBILIZATION (per each Rig) BOTH WAYS	\$ 12.10 / Mi	\$ 48,400.00
	300 Hrs	DOZER TIME FOR DIFFICULT ACCESS/RECLAMATION (CAT D-3 or equal)	\$120.00 / Hr	\$ 36,000.00
9				
10	300 Hrs	BACKHOE TIME FOR TEST PITS/RECLAMATION (Komatsu PC120 or equal)	\$120.00 / Hr	\$ 36,000.00
11	150 LF	ROTARY DRILLING FOR VIDEO MONITORING	\$ 22.00 / ft	\$ 3,300.00
12	150 LF	CASING FOR VIDEO MONITORING	\$ 6.00 / ft	\$ 900.00
13	5 Days	VIDEO MONITORING	\$ 100.00 / day	\$ 500.00
14	300 Hrs	DRILLING SUPERVISOR	\$70.00 / Hr	\$ 21,000.00
15	300 Hrs	WATER TRUCK (minimum 500 gallons)	\$ 30.00 / Hr	\$ 9,000.00
16	10 EA	REVEGETATION (per job)	\$ 500.00 EA	\$ 5,000.00
17		LABORATORY TESTS		
a	10 EA	Moisture Content	\$9.00 EA	\$ 90.00
b	10 EA	Atterberg Plastic Limit	\$32.00 EA	\$ 320.00
c	10 EA	Atterberg Liquid Limit	\$ 33.00 EA	\$ 330.00
d	10 EA	Sieve Analysis with No. 200 Wash	\$37.00 EA	\$ 370.00
e	10 EA	Sieve Analysis without No. 200 Wash	\$ 33.00 EA	\$ 330.00
f	10 EA	Hydrometer Analysis		\$ 0.00
g	10 EA	Unconfined Compression	\$ 14.00 EA	\$ 140.00
h	10 EA	In Place Density	\$ 25.00 EA	\$ 250.00
i	10 EA	Standard Proctor Compaction	\$ 185.00 EA	\$ 1,850.00
j	20 EA	Temperature Probe Reading		\$ 0.00
k	10 EA	Float Sink Analysis (with various specific gravities)	\$175.00 EA ⁽¹⁾	\$ 1,750.00
l	10 EA	% Ash	\$48.50 EA	\$ 485.00
m	10 EA	% Volatiles	see 15l	\$ 0.00
n	10 EA	% Fixed Carbon	see 15l	\$ 0.00
o	10 EA	% Sulfur	see 15l	\$ 0.00
p	10 EA	BTU	see 15l	\$ 0.00

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the price appears to be unreasonable.

⁽¹⁾ 1.50, 1.70 AND 1.70 Sink

REVISED per Addendum #4

WV-36(Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

Page 2 of 2 Pages

Requisition / P.O. No.:
DEP14999

File:

Acct. No.:

Spending Unit:

Vendor: CTL Engineering of West Virginia, Inc. P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT		
18		TRIAxIAL COMPRESSION OR DIRECT SHEAR		
a	5 EA	Unconsolidated Undrained	<u>\$ 310.00 EA</u>	<u>\$ 1,550.00</u>
b	5 EA	Consolidated Undrained	<u>\$ 730.00 EA</u>	<u>\$ 3,650.00</u>
c	5 EA	Consolidated Drained	<u>\$ 855.00 EA</u>	<u>\$ 4,275.00</u>
d	5 EA	Sodium Sulfate Soundness Test ASTM C88	<u>\$ 530.00 EA</u>	<u>\$ 2,650.00</u>
19		MISCELLANEOUS SERVICES		
a	5 EA	(1) acid-base account	<u>\$45.00 EA</u>	<u>\$ 225.00</u>
b	5 EA	(2) nutrients	<u>\$120.00 EA</u>	<u>\$ 600.00</u>
c	10 EA	(3) PH (field)	<u>\$22.00 EA</u>	<u>\$ 220.00</u>
d	10 EA	(4) PH (lab)	<u>\$11.50 EA</u>	<u>\$ 115.00</u>
e	500 Mi	(5) Mobilization/De-Mobilization Haz-Mat Testing (One Way)	<u>\$28.00 / Mi</u>	<u>\$ 14,000.00</u>
f	10 EA	(6) Asbestos	<u>\$11.50 EA</u>	<u>\$ 115.00</u>
g	10 EA	(7) Total Petroleum Hydrocarbons	<u>\$50.00 EA</u>	<u>\$ 500.00</u>
h	10 EA	(8) BETX	<u>\$85.00 EA</u>	<u>\$ 850.00</u>
i	10 EA	(9) PCB's	<u>\$90.00 EA</u>	<u>\$ 900.00</u>
		TOTAL BID		<u>\$ 475,202.50</u>

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the price appears to be unreasonable.



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/27/2010				

BID OPENING DATE: 06/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT TO EXTEND THE BID DATE WHILE THE AGENCY MAKES SPECIFICATION AND BID SCHEDULE CHANGES AND CLARIFICATIONS. AN INFORMATIONAL ADDENDUM WILL FOLLOW SHORTLY.						
BID DATE AND OPENING TIME EXTENDED FROM 06/02/2010 TO 06/09/2010 AT 1:30						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Randy S. Gault</i>	TELEPHONE (304) 292-1135	DATE 06/23/2010
TITLE Dir. Business Development	FEIN 55-063-1834	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/07/2010				

BID OPENING DATE: 06/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED TO DISTRIBUTE THE Q/A AND REVISED BID SCHEDULE FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT.						
BID OPENING DATE AND TIME EXTENDED FROM 06/09/10 TO 06/17/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Randy Seal TELEPHONE (304) 292-1135 DATE 06/23/2010

TITLE Dir. Business Development FEIN 55-063-1834 ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/14/2010				

BID OPENING DATE: 06/24/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
ADDENDUM ISSUED FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT ADVERTISEMENT TO DELAY THE BID DATE WHILE FURTHER SPECIFICATION REVIEW IS CONDUCTED. ADDENDUM #4 WILL BE ISSUED SOON WITH THOSE REVISIONS.						
BID OPENING DATE & TIME IS EXTENDED FROM 06/17/2010 TO 06/24/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Charles...* TELEPHONE (304) 292-1135 DATE 06/23/2010

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06/18/2010				

BID OPENING DATE: 06/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
ADDENDUM ISSUED FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT ADVERTISEMENT TO DISTRIBUTE THE REVISED SPECIFICATIONS AND BID SCHEDULE.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 06/24/2010 TO 06/29/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE (304) 292-1135	DATE 06/23/2010
TITLE Dir. Business Development	FEIN 55-063-1834	ADDRESS CHANGES TO BE NOTED ABOVE

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, CTL Engineering of West Virginia, Inc. located at 733 Fairmont Road, Morgantown West Virginia 26501, as Principal, and The Cincinnati Insurance Company of Ohio, a corporation organized and existing under the laws of the State of Ohio with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Twenty-three Thousand Seven Hundred Sixty Dollars and Thirteen Cents (\$ 23,760.13) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section for the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

Providing surface and subsurface investigation, testing (field and laboratory) and reporting test results to DEP AML In-House Design personnel.

NOW THEREFORE,

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and such Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 24th day of June, 2010.

Principal Corporate Seal

CTL Engineering of West Virginia, Inc.

(Name of Principal)

By 

(Must be President or Vice President)

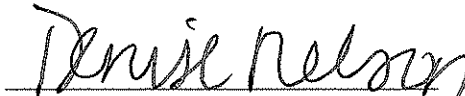
Patrick E. Gallagher, President

(Title)

Surety Corporate Seal

The Cincinnati Insurance Company

(Name of Surety)



Denise Nelson, Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Alan R Weiler, Denise Nelson, Harry J Bound, Steven M Weiler, Valerie N Finch

of Westerville, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Handwritten signature of Thomas H. Kelly

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Handwritten signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 24th day of June, 2010



Handwritten signature of Gregory J. Schlemmer

Secretary



Certificate of Compliance

Issued 06/19/09
Effective 07/01/09
Expires 06/30/10

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

- | | |
|-----------------------------------|--|
| Section 3929.01 (A) | |
| Accident & Health | Multiple Peril - Homeowners |
| Aircraft | Other Liability |
| Allied Lines | Private Passenger Auto - No Fault |
| Boiler & Machinery | Private Passenger Auto-Liability Other |
| Burglary & Theft | Private Passenger-Phys Damage |
| Commercial Auto - Liability Other | Surety |
| Commercial Auto - No Fault | Workers Compensation |
| Commercial Auto - Phys. Damage | |
| Credit | |
| Earthquake | |
| Fidelity | |
| Financial Guaranty | |
| Fire | |
| Glass | |
| Inland Marine | |
| Medical Malpractice | |
| Multiple Peril - Commercial | |
| Multiple Peril - Farmowners | |

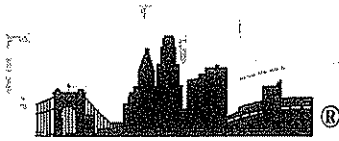
CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2008 that it has admitted assets in the amount of \$8,636,086,821, liabilities in the amount of \$5,275,789,114, and surplus of at least \$3,360,297,707.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Jo Hudson
Director



THE
CINCINNATI
INSURANCE COMPANIES



THE
CINCINNATI INSURANCE COMPANIES

THE CINCINNATI INSURANCE COMPANY THE CINCINNATI INDEMNITY COMPANY
THE CINCINNATI CASUALTY COMPANY THE CINCINNATI LIFE INSURANCE COMPANY

Mailing Address: P.O. BOX 145496
CINCINNATI, OHIO 45250-5496
(513) 870-2000

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2009

ASSETS

Cash	\$ 303,138,969
Bonds	4,853,585,955
Stocks	2,681,478,789
Agents Balance Receivable	986,606,340
All Other Admitted Assets	320,098,731
TOTAL ADMITTED ASSETS	<u>\$9,144,908,784</u>

LIABILITIES

Reserve for Losses and Loss Expense	\$3,638,986,867
Reserve for Unearned Premiums	1,469,843,253
All Other Liabilities	388,287,159
Capital	\$ 3,589,355
Surplus	3,644,202,150
TOTAL LIABILITIES & EQUITY	<u>3,647,791,505</u> <u>\$9,144,908,784</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of said company and that the above Financial Statement as of December 31, 2009 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Treasurer



Subscribed and sworn before me this 24th day of February, 2010.


VICKI A. GALL
Notary Public, State of Ohio
My Commission Expires 10-22-12

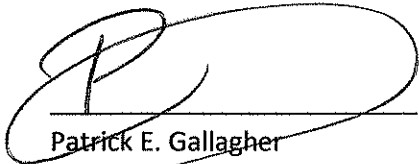


6200 S. Gilmore Road, Fairfield, Ohio 45014-5141

BIDDER'S ADDITIONAL INFORMATION

RFQ NUMBER: DEP 14999

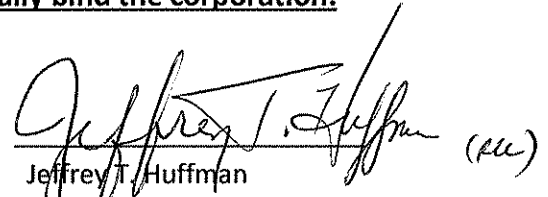
Persons authorized to conduct negotiations and contractually bind the corporation:



Patrick E. Gallagher
President
733 Fairmont Road
Morgantown, WV 26501
(304) 292-1135



Carl G. Selfridge
Project Manager
733 Fairmont Road
Morgantown, WV 26501
(304) 292-1135



Jeffrey T. Huffman
Project Manager
510 C Street
South Charleston, WV 25303
(304) 746-1140

Primary location for performance of majority of services:

CTL Engineering of West Virginia, Inc.
733 Fairmont Road
Morgantown, WV 26501

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: CTL Engineering of West Virginia Inc. Signed: [Signature]
Date: June 4, 2010 Title: President

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: CTL Engineering of West Virginia, Inc.

Authorized Signature: [Signature] Date: June 4, 2010

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 4th day of June, 2010.

My Commission expires April 27th, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Jessica L. McClurg

