



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
DEP15049

PAGE
1

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

VENDOR

\*311144600      304-732-8303  
 PINEVILLE PAVING & EXCAVATING  
 PO BOX 1290  
 RT 10 SOUTH  
 PINEVILLE WV 24874

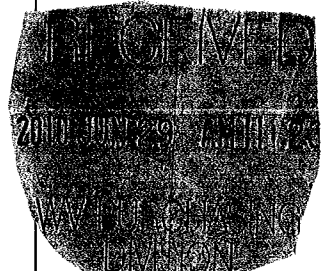
SHIP TO

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	F.O.B.	FREIGHT TERMS
05/09/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF A 6-ACRE ABANDONED MINE PROJECT KNOWN AS THE "MALLORY REFUSE PILE" PROJECT LOCATED NEAR MAN, WEST VIRGINIA, (LOGAN CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 05/27/10 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THIS MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kenneth D. Boff</i>	TELEPHONE 304-732-8303	DATE 6-29-10	
TITLE V. Pres.	FEIN 550709824	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. 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](http://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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**2**

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

DOCUMENT

\*311144600      304-732-8303  
**PINEVILLE PAVING & EXCAVATING**  
**PO BOX 1290**  
**RT 10 SOUTH**  
**PINEVILLE WV 24874**

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	F.O.B.	FREIGHT TERMS
05/09/2010				

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

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<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID, WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PREBID:            THE PROJECT AREA IS ACCESSED BY TRAVELING EAST ON RT. 19 AND THEN EXITING AT LOGAN AND TRAVELING SOUTH ON RT. 10. TURN OFF RT. 10 INTO THE MALLORY. TRAVEL ALONG WAGON WHEEL DRIVE, AND TAKE THE FIRST RIGHT PAST THE MALLORY BAPTIST CHURCH INTO AN UNNAMED STREET. THE SITE IS LOCATED DIRECTLY BEHIND THE LAST HOME ON THE ROAD.</p> <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 \$20.00 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 DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED &amp; SUBMITTED WITH THE BID AS EVI-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Karen B. [Signature]</i>	TELEPHONE	DATE <b>6-29-10</b>
TITLE <i>V. Pres.</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



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<p>DENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE 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 LOGAN COUNTY, PURSUANT 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>						

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SIGNATURE <i>Ken R. [Signature]</i>	TELEPHONE	DATE 6-29-10
TITLE V. Pres	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

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PROPERTY

\*311144600      304-732-8303  
**PINEVILLE PAVING & EXCAVATING**  
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				<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 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>*****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2013) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>V. Patis</i>	TELEPHONE	DATE <b>6-29-10</b>
TITLE <b>V. Patis</b>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**5**

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<p>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>*****</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> <p>CONTRACTORS NAME: <i>Pineville Paving &amp; Excavating, Inc.</i></p> <p>CONTRACTORS LICENSE #: <i>WV010542</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 RULES &amp; REGULATIONS, AND THE INFORMATION PROVIDED IN THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: DATE: *6-29-10*

TITLE: *V. Pres* FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>"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 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.          (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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kevin O. B...* TELEPHONE \_\_\_\_\_ DATE 6-29-10

TITLE *V. Pees* FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE



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<p>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 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 "MALLORY REFUSE PILE" 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. B. Bell</i>	TELEPHONE	DATE <b>6-29-10</b>
TITLE <i>V. Pres.</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASER

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
22				DRAWINGS AS PREPARED BY GAI CONSULTANTS, INC.		
				(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.		
				(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.		
				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.		
				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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D. Buford</i>	TELEPHONE	DATE 06-29-10
TITLE V. Pres.	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO REQ 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  
**DEP15049**

PAGE  
**9**

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

\*311144600      304-732-8303  
**PINEVILLE PAVING & EXCAVATING**  
**PO BOX 1290**  
**RT 10 SOUTH**  
**PINEVILLE WV 24874**

**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	F.O.B	FREIGHT TERMS
05/09/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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.		
				2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				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,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE:      DATE: **6-29-10**

TITLE: *V. Pres.*      FEIN:      ADDRESS CHANGES TO BE NOTED ABOVE

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



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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/09/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>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> <p>3. 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 ALUMINUM 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</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D. Bull</i>	TELEPHONE	DATE <b>6-29-10</b>
TITLE <i>V. Pres.</i>	ADDRESS CHANGES TO BE NOTED ABOVE	



State of West Virginia  
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# Request for Quotation

RFO NUMBER  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**VENDOR**  
 \*311144600      304-732-8303  
**PINEVILLE PAVING & EXCAVATING**  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/09/2010				

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE:      DATE: **0-29-10**

TITLE: **V. Pres.**      FEIN:      ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFO NUMBER  
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**12**

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

VENDOR

\*311144600      304-732-8303  
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05/09/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 style="text-align: center;">REQUISITION NO.: .DEP15049...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <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 .. ✓ .....</p> <p>NO. 2 .. ✓ .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin O. Byngh</i>	TELEPHONE	DATE <i>6-29-10</i>
TITLE <i>V. Pres.</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
**DEP15049**

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**13**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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<b>05/09/2010</b>				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NO. 5</b> .....</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>..... <i>Kevin D. Byrd</i> ..... SIGNATURE            ..... <i>Pineville Paving &amp; Excavating, Inc.</i> ..... COMPANY            ..... <i>6-29-2010</i> ..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;"><b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D. Byrd</i>	TELEPHONE	DATE <i>6-29-10</i>
TITLE <i>V. Pres.</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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 2019 Washington Street East  
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**Request for  
 Quotation**

RFQ NUMBER  
 DEP15049

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

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\*311144600 304-732-8303  
 PINEVILLE PAVING & EXCAVATING  
 PO BOX 1290  
 RT 10 SOUTH  
 PINEVILLE WV 24874

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ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
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 CHARLESTON, WV  
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05/09/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID  BUYER: CB-23 RFQ. NO.: DEP15049 BID OPENING DATE: 06/29/2010 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-732-7855</i> ----- VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: <i>P.O. BOX 1290</i> <i>Pineville WV 24874</i> ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Kevin Bradford</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kevin D Bradford</i>	TELEPHONE	DATE <i>6-29-10</i>
TITLE <i>V. Pres.</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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

OMB #1029-0119  
Expiration Date: 1/31/13

### AML CONTRACTOR INFORMATION FORM

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

#### Part A: General Information

Business Name: Pineville Paving & Excavating Inc. Tax Payer ID No.: 550709824  
Address: P.O. Box 1290  
City: Pineville State: WV Zip Code: 24874 Phone: 304-732-8303  
Fax No.: 304-732-7855 E-mail address: \_\_\_\_\_

#### 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, Kevin D Bradford, have the express authority to certify that:  
(print name)

- Information on the **attached** Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-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 must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
- \_\_\_\_\_ Our business 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.

6-29-10  
Date

Kevin D Bradford  
Signature

Vice President  
Title

**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 from the AVS website at <https://avss.osmre.gov>.



Part D.

Contractor's Business Name: \_\_\_\_\_

If the current 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. 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	_____	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:	_____

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 range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may 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 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

Instructions for Completing AML Contractor Form OMB #1029-0119<sup>1</sup>

**Part A: General Information.** Part A should be completed by the AML Contractor.

**Part B: Legal Structure.** Part B should be completed by the AML Contractor.

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).** Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.<sup>2</sup>

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

**Part D:**

**If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.**

---

<sup>1</sup> If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

<sup>2</sup> You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmrc.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.

# Mallory Refuse Pile

## Requisition# DEP15049

### Contractor's Bid Sheet

Company Name: Pineville Paving + Excavating Inc.

Address: P.O. Box 1290

Pineville, WV 24874

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	1	"Mobilization and Demobilization," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$ 40,000. <sup>00</sup>
2.0	1	"Construction Layout," per lump sum. Cannot be more than 5% of the Total Amount Bid for the project.	l.s.	\$ 10,000. <sup>00</sup>
3.0	1	"Quality Control," per lump sum. Cannot be more than 3% of the Total Amount Bid for the project.	l.s.	\$ 10,000. <sup>00</sup>
4.1	1	"Site Preparation," per lump sum. Cannot be more than 10% of the Total Amount Bid for the project.	l.s.	\$ 20,000. <sup>00</sup>
4.2	95	"Class I Aggregate," per ton.	\$ 40. <sup>00</sup>	\$ 3,800. <sup>00</sup>
5.0	4,400	"Sediment Control," per linear foot.	\$ 5. <sup>00</sup>	\$ 22,000. <sup>00</sup>
6.0	6	"Revegetation," per plan acre.	\$ 2,500. <sup>00</sup>	\$ 15,000. <sup>00</sup>
7.1	1,700	"Type I Channel," per linear foot.	\$ 110. <sup>00</sup>	\$ 187,000. <sup>00</sup>
7.2	30	"18-inch HDPE," per linear foot	\$ 50. <sup>00</sup>	\$ 1,500. <sup>00</sup>
8.1	16,500	"Unclassified Excavation," per cubic yard.	\$ 3. <sup>00</sup>	\$ 49,500. <sup>00</sup>
8.2	2	"Soil Placement," per plan acre.	\$ 4,000. <sup>00</sup>	\$ 8,000. <sup>00</sup>
9.1	1	"Wet Seal," per each.	\$ 6,000. <sup>00</sup>	\$ 6,000. <sup>00</sup>
9.2	50	"Soda Ash Briquettes," per 50 pound bag	\$ 10. <sup>00</sup>	\$ 500. <sup>00</sup>
11.0	300	"Underdrain," per linear foot.	\$ 50. <sup>00</sup>	\$ 15,000. <sup>00</sup>
12.0	9,300	"Erosion Control Matting," per square yard	\$ 2. <sup>00</sup>	\$ 18,600. <sup>00</sup>
<b>TOTAL</b>				<b>\$ 406,900.<sup>00</sup></b>



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
DEP15049

PAGE
1

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

VENDOR

\*311144600      304-732-8303  
 PINEVILLE PAVING & EXCAVATING  
 PO BOX 1290  
 RT 10 SOUTH  
 PINEVILLE WV 24874

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	F.O.B.	FREIGHT TERMS
06/14/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE MALLORY REFUSE PILE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED SPECIFICATIONS RESULTING FROM THE MANDATORY PRE-BID MEETING OF 05/27/2010.						
BID OPENING DATE & TIME REMAIN UNCHANGED AS 06/29/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15049 *****						TOTAL: \$ <u>406,900.<sup>00</sup></u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Kevin D. Buford</i>	TELEPHONE 304-732-8303	DATE 6-29-10
TITLE <i>V. Pres.</i>	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE

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

**RFQ 15049**  
**Mallory Refuse Pile**  
**Addendum #1**

- Item 1: Q) Does the site (material) balance? --
- A) Yes, material balances.
- Item 2: Q) Where is the soil borrow area?
- A) A potential soil borrow area is identified on the plans, located above the coal refuse and below the access road, and adjacent to the concrete remnants. The potential soil borrow area is identified on drawing number E-E6.
- Item 3: Q) What is the Engineer's Estimate (4) for this project?
- A) The estimate is \$272,498. However, please note that the channels are now required to be grouted riprap (instead of riprap) and this should raise the estimate slightly (estimate \$280,000 - \$290,000).
- Item 4: Q) What is the length of channel from the portal?
- A) By scaling, the length of channel is approximately 70 ft. Please note that the conveyance pipes from the portal (by scaling, estimate to be 45 ft) discharge into channel 3 and channel 3 in turn discharges onto an energy dissipater. This may be seen on drawing number E-E7.
- Item 5: C) Material to be windrowed.
- Please note that some on site material (trees, limbs, etc) will be windrowed and located as per WVDEP Engineer/Inspector designated location. The purpose is to try and eliminate/limit 4 wheeler (ATV) access to the site.
- Item 6: Q) What is the time for construction of this project?
- A) The Contractor will have 90 days from the date of the Notice-to-Proceed to complete construction activities on the project. The \$250 per day liquidation 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.
- Item 7: Add the following to Section 7.2.1 of the Technical Specifications:
- "All of the channels for the project shall have full penetration grout. The grout for the channels shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide a readily pumpable slurry. Admixtures and/or a pozzolan may be used with the approval of the Engineer. The grout shall exhibit a compressive strength of 2,000 pounds per square inch at 28 days with specimens made and tested according to the provisions of ASTM C 31 and C 39.
- Item 8: Add the following to Section 7.4 of the Technical Specifications:

“The grout and grouting of the channels shall be included in the per linear foot price for the channels.”

- Item 9: On Drawings E-E6, E-E7, E-E8, and E-E9, Note 1 shall be deleted.
- Item 10: Erosion control and sediment control shall be paid per the price for “Sediment Control”. Sediment control shall be silt fence. Erosion control (post construction) can be either silt fence or straw bales.
- Item 11: The Storm Water NPDES permit application has been submitted to WVDEP.

## 9.0 SEDIMENT CONTROL

### 9.1 Description

This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of Silt Fence and Super Silt Fence as designated in the Drawings. Sediment control shall be installed about the perimeter of disturbed areas prior to any construction activities. Sediment control shall be placed on regraded outslope areas concurrent with construction and prior to revegetation. Installation locations are shown in the Drawings. Additional locations may be added at discretion of the WVDEP. **Straw bales may not be used for sediment control, but may be used for erosion control as a substitute for silt fence as approved by the WVDEP.** Silt Fence and Super Silt Fence materials, installation, and maintenance shall be in accordance with the Erosion and Sediment Control Best Management Practice Manual, West Virginia Department of Environmental Protection, Division of Water and Waste Management, dated 2006.

### 9.2 Materials

#### 9.2.1 Silt Fence

Silt fencing shall meet all applicable requirements of the West Virginia DOT DOH Specifications.

Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months expected usable construction life at a temperature range of 0 to 120 degrees Fahrenheit.

If wooden stakes are utilized for silt fence construction, they must be a minimum of 2" x 2" when oak is used and 2" x 4" when pine is used. Wooden stakes should have a minimum length of 5 feet.

If steel posts (standard "U" or "T" section) are utilized for fence construction, they must have a minimum weight of 1.33 pounds per linear foot and should have a minimum length of 5 feet.

#### 9.2.2 Super Silt Fence

Fencing shall be 48 inches in height and constructed in accordance with the WV DOT, Division of Highways specification for Chain Link Fencing. The DOT specification for a 6-foot fence shall be used, substituting 48-inch fabric and 6 foot length posts. The filter fabric shall meet the requirements of 715.11.5/AASHTO M 288, Section 7, Class 1.

#### 9.2.3 Straw Bales (Erosion Control Only)

Standard straw bales tied with either wire or nylon string if available. These types of ties will not deteriorate rapidly and insure a longer life. If ordinary baler twine is used, the bales shall be placed so that the twine is not in contact with the ground.

#### 9.2.4 Stone Check Dams

Stone check dams shall be constructed at the locations indicated on the plans or as approved by the WVDEP representative. The dams shall meet the following standards.

- a. Rock rip-rap used for construction of the stone check dam shall be the same quality and gradation as the rip-rap specified in Section 6.2.2
- b. The dam will be keyed into the side slopes and bottom of the channel a minimum of 2 feet. Minimum key width will be 3 feet.
- c. Upstream and downstream slopes will be 3 horizontal to 1 vertical or flatter.
- d. A weir 2 feet wide by one foot deep will be constructed across the center of the dam.

The maximum height will be 4 feet from the lowest point along the centerline of the dam to the crest of the weir

#### 5.2.5 Stabilized Construction Entrance

Stone used for construction of the Stabilized Construction Entrance shall be the same quality and gradation as the Stone specified in Section 6.2.5

### 9.3 Installation

#### 9.3.1 Silt Fence

The height of a silt fence shall be a minimum of 16 inches above the original ground surface and shall not exceed 34 inches above ground elevation.

The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, the silt fence shall be spliced together only at a support post, by twisting the last post of each run around each other, and securely sealed.

A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the proposed location of the measure.

The filter fabric shall be fastened securely to the upslope side of the posts using one inch long (minimum) heavy-duty wire staples or wire ties and eight inches of the fabric shall be extended into the trench. The fabric shall not be stapled to existing trees. The most common type of silt fence has the stakes attached to the fabric at the factory.

The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric.

Silt fence shall be removed when it has served its useful purpose, but not before the upslope area has been permanently stabilized.



Turn the end of a run of silt fence slightly uphill to prevent runoff from going around the end.

### 9.3.2 Super Silt Fence

The poles do not need to be set in concrete.

Chain link fence shall be fastened securely to the fence posts with wire ties or staples.

Geotextile fabric shall be fastened securely to the chain link fence with ties spaced every 24" at the top and mid section.

Geotextile fabric shall be embedded a minimum of 12" into the ground.

When two sections of geotextile fabric adjoin each other, they shall be overlapped by 6" and folded.

Metal posts as specified by DOH can be replaced by pressure-treated 4" x 4" posts.

### 9.3.3 Straw Bales (Erosion Control Only)

All bales shall be placed on the contour with ends tightly abutting the adjacent bales.

All bales shall be embedded in the soil with a minimum of 4 inches or bales covered with a fiber mat, with earth tamped on the upstream side to prevent piping.

Bales shall be securely anchored in place by stakes driven through the bales. The first stake in each bale shall be driven toward the previously laid bale to force bales together.

## 9.4 Maintenance

### 9.4.1 Silt Fence

Silt fences shall be inspected immediately after each rainfall of 0.5 inch or greater and at least daily during prolonged rainfall at a minimum once every seven days. Any required repairs or maintenance shall be made immediately.

Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. If the fence is not installed on the contour (perpendicular to the flow of water) both of these conditions can occur.

Should the fabric on a silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier still is necessary, the fabric shall be replaced promptly.

Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

If any section of silt fence is knocked down during a rain event (because it was installed in an area of concentrated flow) then other measures such as a sediment trap and diversion or super silt fence must be installed.

#### **9.4.2 Super Silt Fence**

Super Silt fences shall be inspected immediately after each rainfall, daily during prolonged rainfall and once a week during dry periods. Any required repairs shall be made immediately.

Close attention shall be paid to the repair of damaged Super Silt Fence resulting from end runs and undercutting. If the fence is not installed perpendicular to the flow of water, these conditions will occur.

Should the fabric on a Super Silt Fence decompose or become ineffective, the fabric shall be promptly replaced.

Sediment deposits shall be removed when deposits reach approximately one-half the height of the barrier.

#### **9.4.3 Straw Bales (Erosion Control Only)**

An inspection should be made after rainfall and repairs or replacements made promptly as needed. Bales and stakes shall be removed when adequate vegetation has been established.

### **9.5 Method of Measurement**

#### **9.5.1 Silt Fence**

Silt Fence measurement shall be performed to the nearest linear foot of Silt Fence placed in conformance with specifications and accepted by the WVDEP. Only that Silt Fence which is illustrated in the Drawings shall be included for measurement. Any additional Silt Fence installed by the Contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be borne fully by the Contractor. Any Silt Fence which is not illustrated in the Drawings that the Contractor may install to protect streams or for other purposes shall not be included for measurement and shall be the sole responsibility of the Contractor. However, any Silt Fence approved by the WVDEP prior to placement shall be included for measurement.

#### **9.5.2 Super Silt Fence**

Super Silt Fence measurement shall be performed to the nearest linear foot of Super Silt Fence placed in conformance with specifications and accepted by the WVDEP. Only that Super Silt Fence which is illustrated in the Drawings shall be included for measurement. Any additional Super Silt Fence installed by the Contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be borne fully by the Contractor. Any Super Silt Fence which is

not illustrated in the Drawings that the Contractor may install to protect streams or for other purposes shall not be included for measurement and shall be the sole responsibility of the Contractor. However, any Super Silt Fence approved by the WVDEP prior to placement shall be included for measurement.

### **9.5.3 Straw Bales**

Straw Bales measurement shall be performed to the nearest linear foot of Straw Bales placed in conformance with specifications and accepted by the WVDEP. Only that Straw Bales which is illustrated in the Drawings shall be included for measurement. Any additional Straw Bales installed by the Contractor to meet any applicable State or Federal Law or Regulation shall be the Contractor's sole responsibility and all costs pursuant thereto shall be borne fully by the Contractor. Any Straw Bales which is not illustrated in the Drawings that the Contractor may install to protect streams or for other purposes shall not be included for measurement and shall be the sole responsibility of the Contractor. However, any Straw Bales approved by the WVDEP prior to placement shall be included for measurement.

**9.5.4 Stone Check Dams:** This item shall measured for at the bid unit price per each structure constructed and accepted by the engineer. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to complete the work. Payment shall constitute full compensation for any required maintenance, sediment removal and disposal.

**9.5.5 Stabilized Construction Entrance:** The method of measurement for Stabilized Construction Entrance will be on a lump sum basis.

## **9.6 Basis of Payment**

### **9.6.1 Silt Fence**

This item shall be paid at the bid unit price per linear foot of Silt Fence placed and accepted by the WVDEP. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payment shall constitute full compensation for any required maintenance, sediment removal and disposal of installed Silt Fence.

### **9.6.2 Super Silt Fence**

This item shall be paid at the bid unit price per linear foot of Super Silt Fence placed and accepted by the WVDEP. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payment shall constitute full compensation for any required maintenance, sediment removal and disposal of installed Super Silt Fence.

### **9.6.3 Straw Bales**

This item shall be paid at the bid unit price per linear foot of Straw Bales placed and accepted by the WVDEP. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to perform the work. Additionally, payment

shall constitute full compensation for any required maintenance, sediment removal and disposal of installed Straw Bales.

**9.6.4 Stone Check Dams:** This item shall be paid for at the bid unit price per each structure constructed and accepted by the engineer. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to complete the work. Payment shall constitute full compensation for any required maintenance, sediment removal and disposal.

**9.6.5 Stabilized Construction Entrance:** The quantity of work done will be paid at the bid lump sum price for this item, which price and payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies and incidentals necessary to complete the work.

### **9.7 Pay Item**

**Item 9.1, "Silt Fence", per linear foot.**

**Item 9.2, "Super Silt Fence", per linear foot.**

**Item 9.3, "Straw Bales", per linear foot.**

**Item 9.4 "Stone Check Dams", Per Each**

**Item 9.5 "Stabilized Construction Entrance", Per Lump Sum**

## VEGETATIVE PRACTICES

Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased.

- Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.
- Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased.

Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

Diversions must be stabilized prior to becoming functional.

## MAINTENANCE & INSPECTION

At a minimum, all erosion and sediment controls on the site will be inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24-hour period.

All controls should be cleaned out when sediment reaches one half the sediment capacity of that control.

Inspection and maintenance records must be kept onsite.

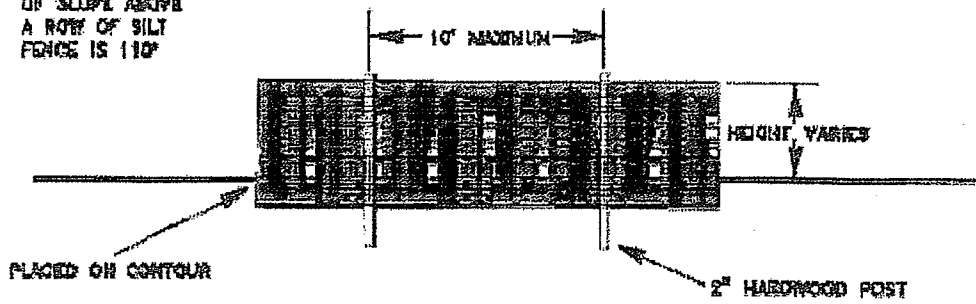
## EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE

1. Install stabilized construction entrance as shown on site plans.
2. Install perimeter sediment control devices as shown on site plans.
3. Clear and grub site.
4. Provide sediment control for any topsoil stockpiles.
5. Commence rough grading of site. Continue to maintain and inspect all erosion and sediment controls.
6. Install additional erosion and sediment controls as shown on site plans.
7. Fine grade site.
8. Permanently seed and mulch all disturbed areas within 7 days of reaching final grade.
9. Upon completion of project including adequate stabilization, remove all remaining erosion and sediment controls.

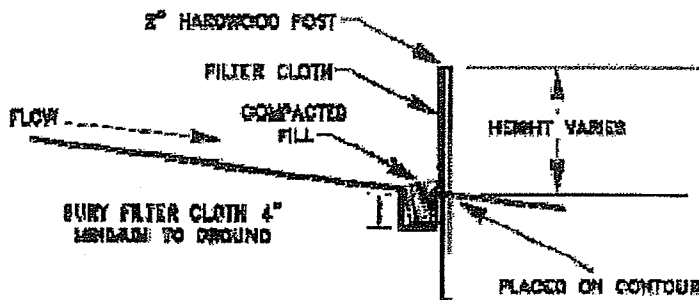
FIGURE 3.27.2

# SILT FENCE

NOTE:  
THE MAXIMUM LENGTH  
OF SLOPE ABOVE  
A ROW OF SILT  
FENCE IS 110'



FRONT ELEVATION



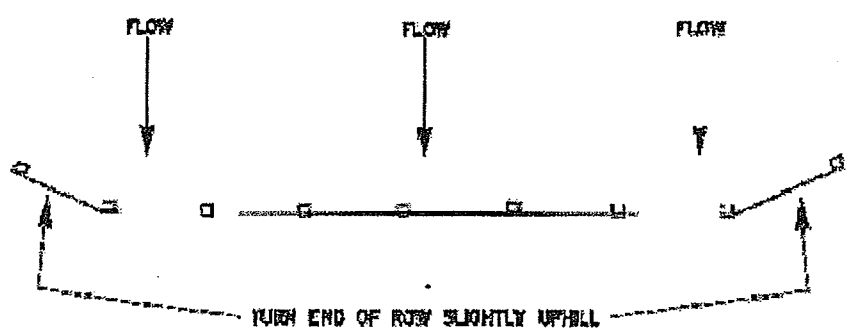
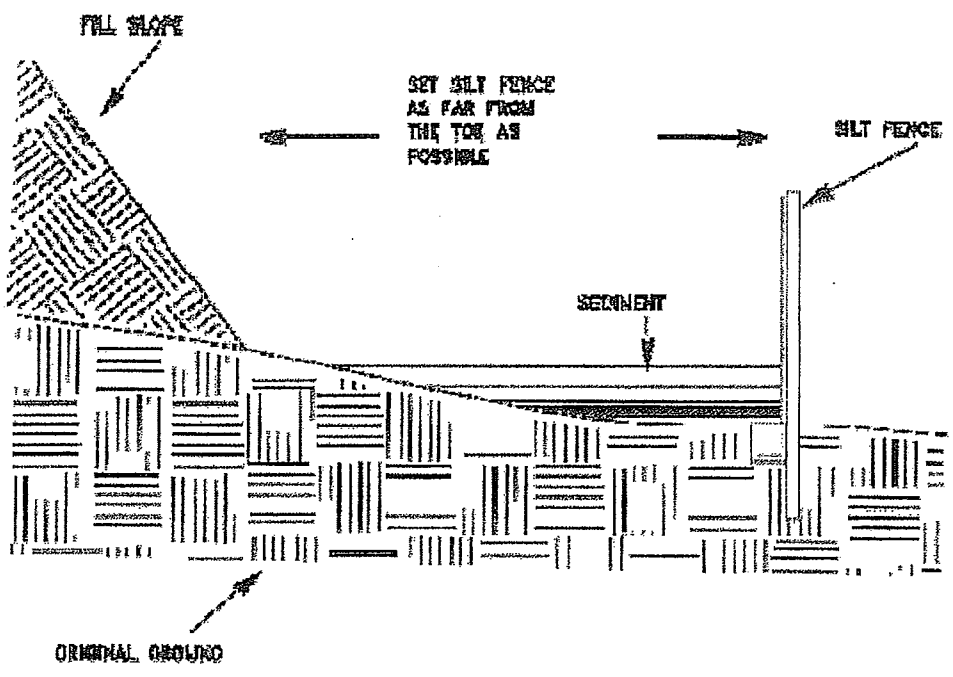
SIDE ELEVATION

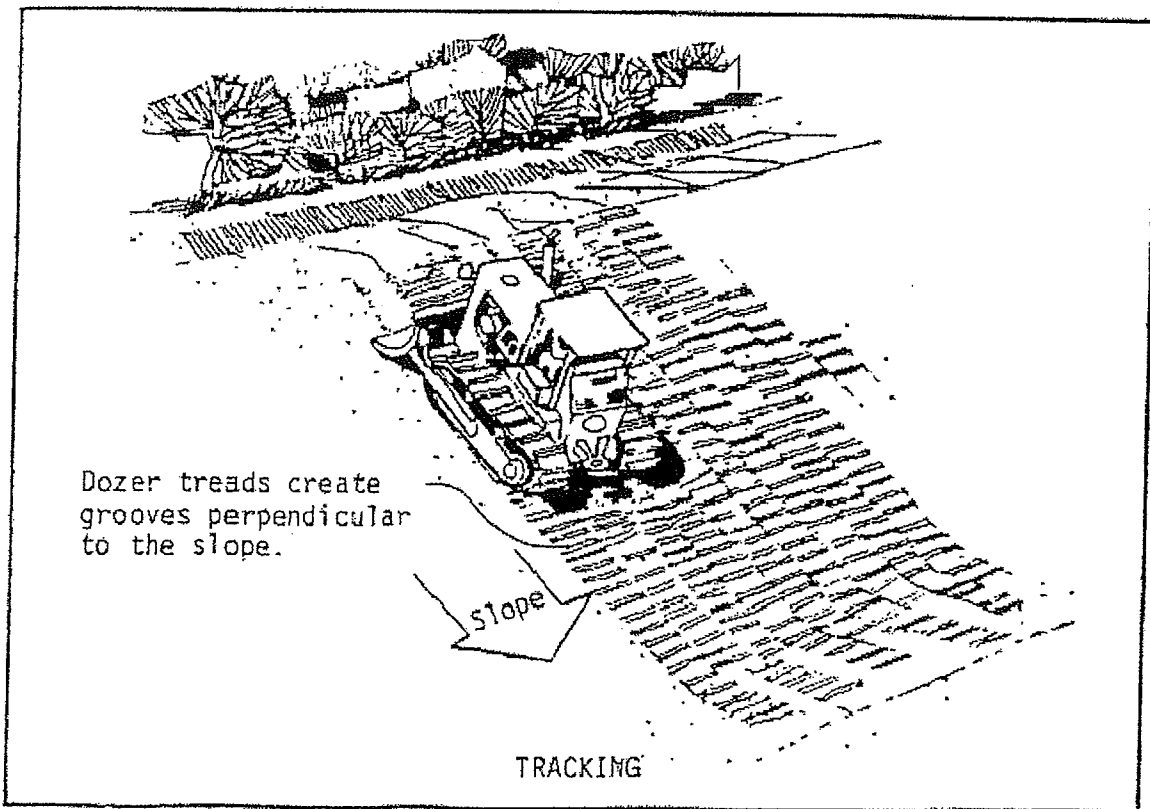
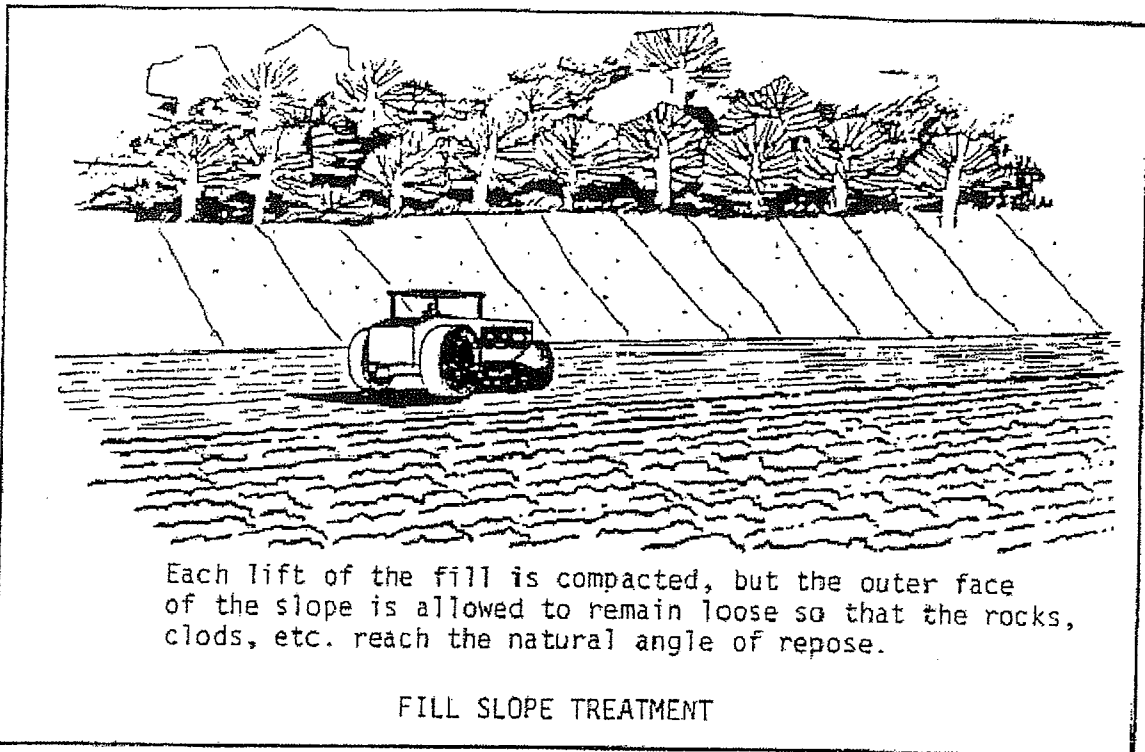


TOP VIEW

FIGURE 3.27.1

# PLACEMENT OF SILT FENCE







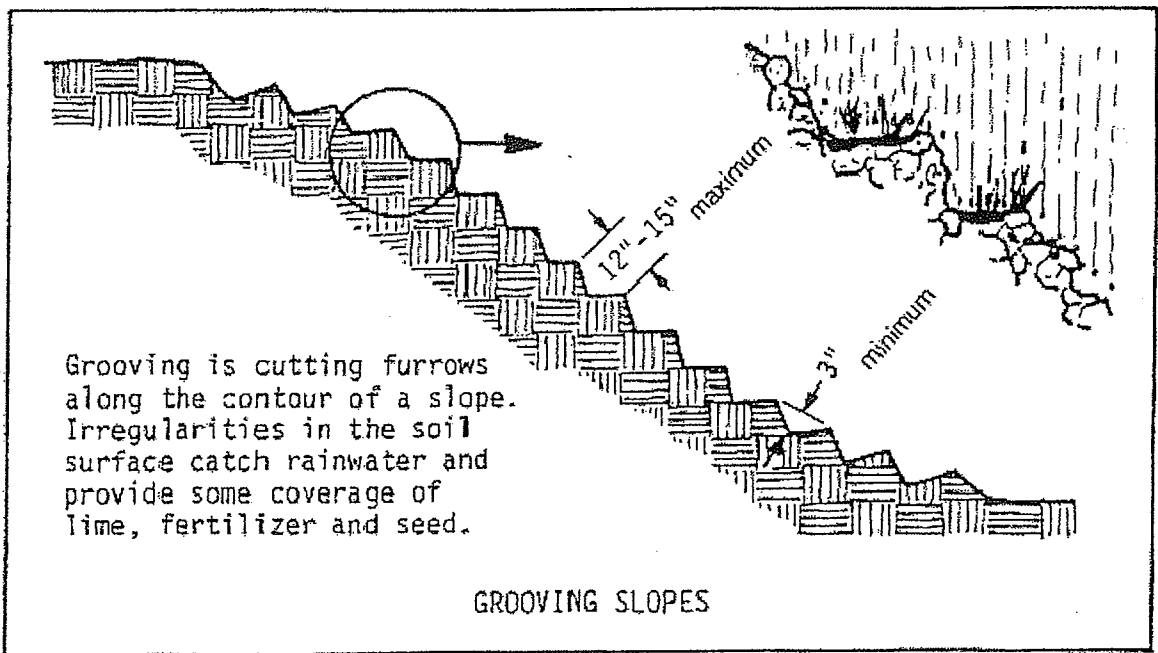
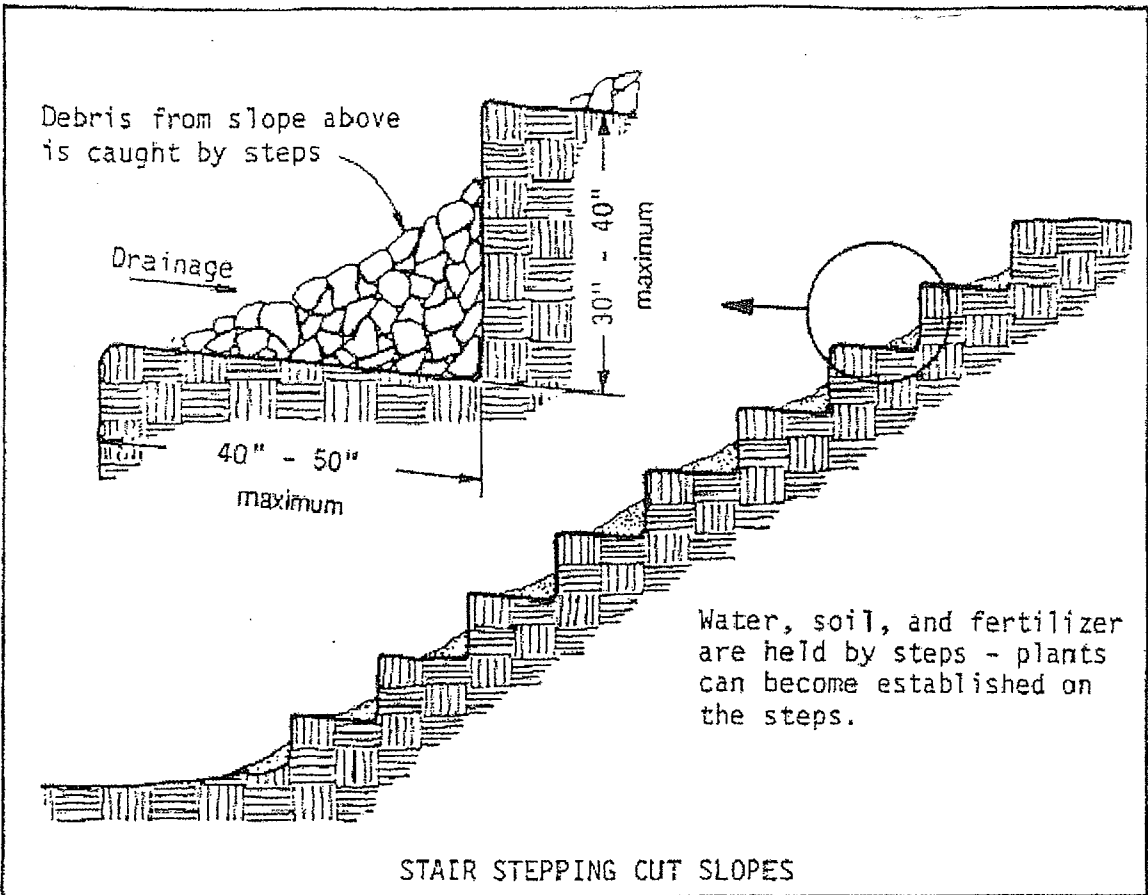
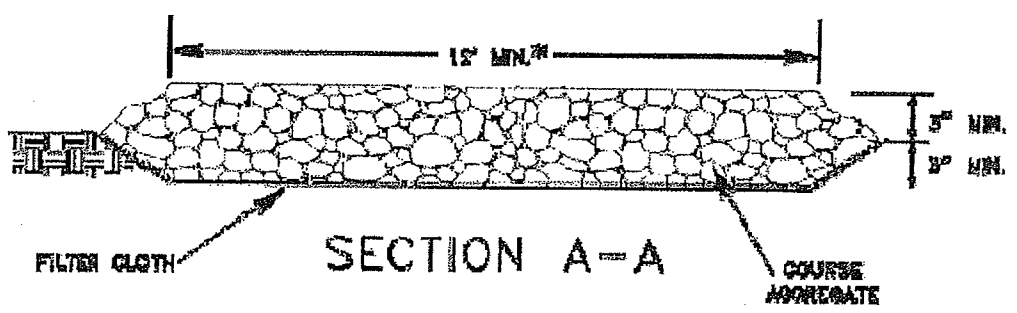
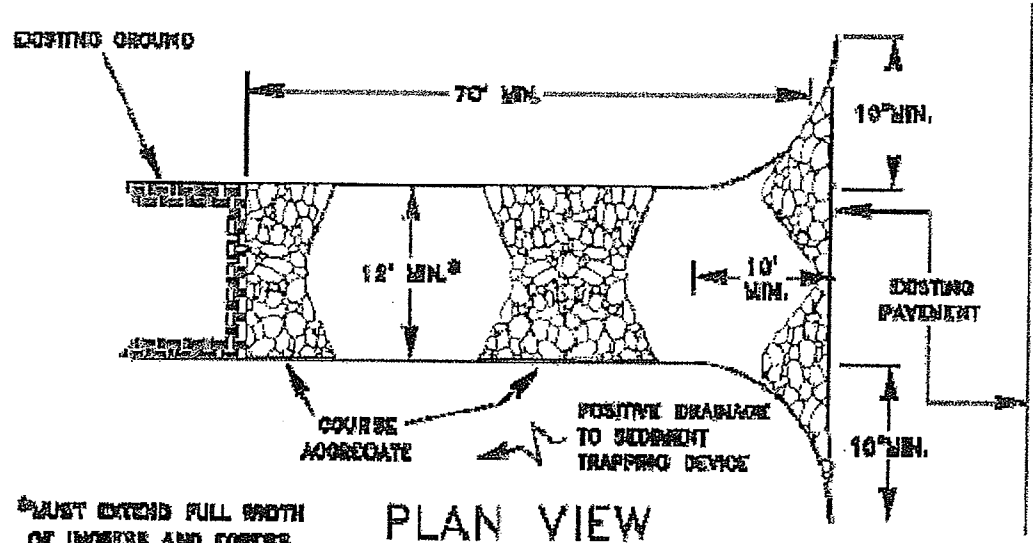
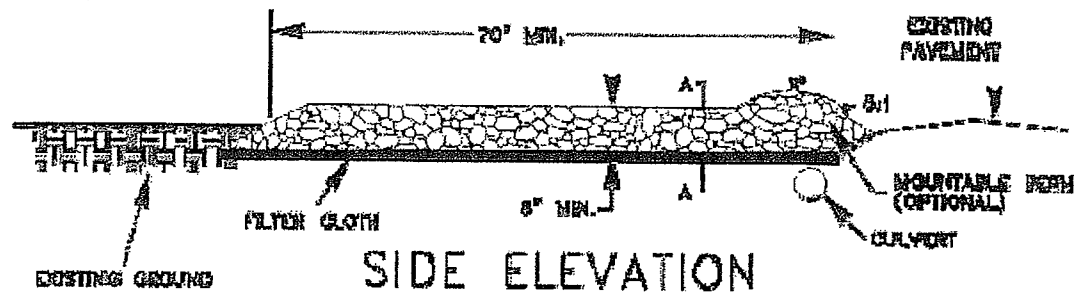


FIGURE 3.02.1

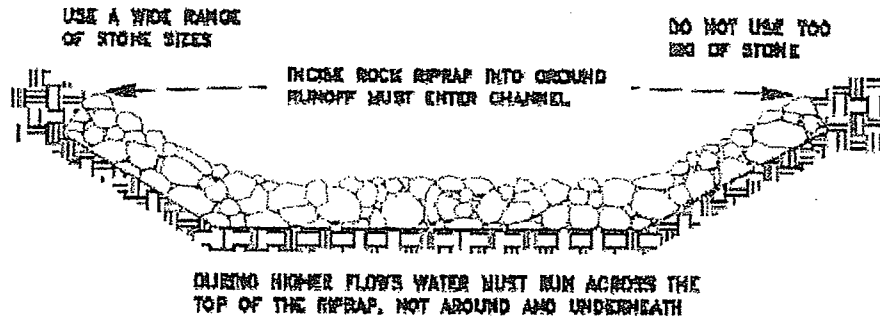
# STONE CONSTRUCTION ENTRANCE



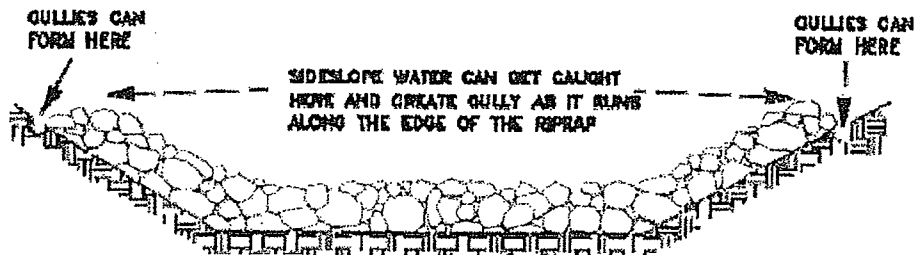
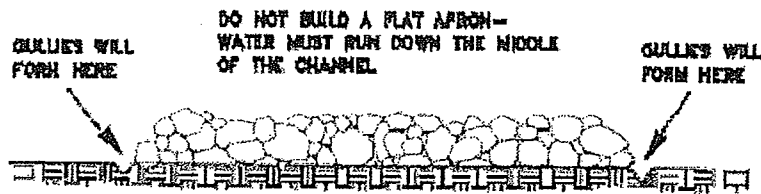
CONVERT ADAPTED from 1993 Unpublished Standards for Soil Erosion and Control Control and No. 6000

FIGURE 3.15.3

# RIPRAP DIVERSION



## COMMON PROBLEMS



## **10.0 REVEGETATION**

### **10.1 Description**

This work shall cover all operations incidental to the establishment of vegetation within the limits of construction as shown on the Construction Drawings and any other areas as approved by the WVDEP. This work also includes the furnishing and the application of fertilizer, agricultural limestone and mulch and the furnishing and sowing of seed, all in accordance with these Specifications and as designated herein.

No areas outside the limits of construction shall be disturbed without prior approval from the WVDEP in order to ensure that Right of Entry has been obtained.

Any areas outside the limits of construction, disturbed by the Contractor shall be revegetated by the Contractor at no expense to the WVDEP.

### **10.2 Materials**

#### **10.2.1 Fertilizer**

The commercial fertilizer to be used shall consist of a 10-20-10 grade of uniform composition and furnished in standard containers. These containers, in accordance with applicable state and federal laws, must be clearly marked with the following information:

- a. Weight
- b. Name of Plant Nutrients
- c. Guaranteed Nutrients Percentages

Fertilizer rates shall be formulated from soil test results. In the absence of soil testing a rate of 1,000 lbs/acre will serve as a preferred minimum. Fertilizer shall be applied immediately to all areas reaching final grade by one of the two following methods:

- a. Apply and incorporate fertilizer during seedbed preparation.
- b. Apply fertilizer in hydroseeding mixture following seedbed preparation

#### **10.2.2 Limestone**

The lime to be used will be agricultural grade pulverized limestone containing not less than 75% total carbonates. Fineness will be such that not less than 75% will pass through a #100 sieve and 100% will pass through a #10 sieve.

Lime rates shall be at a rate of 4 tons/acre. If soil testing is performed and indicates additional lime is required, the contractor shall increase the rate of lime only after the approval of the engineer.

Lime should be thoroughly mixed into the top six (6) inches of soil.

### **10.2.3 Seed Mixtures**

The variety of grass and legume seed furnished for the project shall bear a tag, in accordance with applicable state and federal laws, with the following information listed:

1. Lot Number
2. Seed Producers Name
3. Percent Purity
4. Percent Germination
5. Date of Germination Testing
6. Weed Seed Content (should be <0.25% by weight)

All leguminous seed shall be inoculated with the specified strain of rhizobia which shall be a pure culture of bacteria selected for maximum vitality. No rhizobia shall be used which has passed the expiration date on each package. The inoculant shall be applied at five times the recommended rate except when used in a hydroseeding mixture when the rate will be ten times the recommended rate.

### **10.2.4 Temporary Seed Mixtures**

All stockpiles and other disturbed areas which will require further disturbance in which the additional disturbance will be delayed for a period of three (3) weeks or longer shall be vegetated according to the following guidelines:

Variety of Seed	Spring 3/15-5/31	Summer 5/31-8/15	Fall 8/15-10/15	Winter 10/15-11/15
	Lbs/acre			
Annual Ryegrass (Lolium multiflorum)	40		40	
German/Foxtail Millet* (Setaria italica)		40		
Winter Rye/ Cereal Rye (Secale Cereale)				170

\*DO Not Use Japanese Millet

All areas to be temporarily seeded which are to be redisturbed shall be fertilized with 500 lbs/acre of 10-20-10. All areas reaching final grade to be temporarily seeded shall be fertilized according to Section 10.2.1. Lime shall be applied according to Section 10.2.2 and mulch according to Section 10.2.7.

### 10.2.5 Permanent Seed Mixtures

Permanent vegetation shall be established on all areas reaching final grade or other areas not likely to be destroyed by further construction activities. Any areas that reach final grade between June 15 – August 15 shall be seeded with the appropriate temporary seed mixture according to Section 10.2.4. These areas shall then be reseeded with a permanent seed mixture, without Annual Ryegrass, during the next defined seeding period according to this section. The actual date of permanent seeding will require the WVDEP's approval.

Variety of Seed	Spring 3/1-6/15	Fall 8/15 – 2/28
	Lbs./acre (1)	
Orchardgrass ( <i>Dactylis glomerata</i> )	30	30
Birdsfoot Trefoil (2) ( <i>Lotus corniculatus</i> )	15	15
Red Clover ( <i>Trifolium pratense</i> )	10	10
Annual Ryegrass ( <i>Lolium multiforum</i> )	25	25
Spring Oats	35	0
Or		
Winter Wheat	0	90

1. Seed-rate suggested is for Pure Live Seed (PLS) in lbs/acre.
2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. On areas which are steeply sloping (Steeper than 1.7:1) or slide prone substitute Crownvetch (*Coronilla varia*) at 20 lbs./acre for Birdsfoot Trefoil.

### **10.2.6 Lawn Seed Mixture**

Existing lawn/mowed areas disturbed during construction shall be reseeded using the following mix.

Rate	Seed	Minimum	Specifications
Lb/1000 sq. ft.	Variety	% Purity	%Total Germination
0.45	Red Fescue (Pennlawn)	98	85
0.90	Kentucky Bluegrass	85	75
0.70	Merion Bluegrass	90	75
0.20	Annual Ryegrass*	95	85

\*Use Annual ryegrass only in mixtures seeded after August 1 and May 15.

### **10.2.7 Mulch Material**

#### **Straw**

Straw mulch shall include baled wheat or oats straw or baled grass hay. Straw mulch shall be dry and reasonably free of weed seeds, sticks or other foreign material. Straw mulch shall be applied at a rate of 2 tons/acre. The straw mulch shall be anchored with 100 gallons/acre asphalt emulsion or 750 lbs/acre wood cellulose fiber. No grass hay should be used for mulch on the existing lawn/mowed areas.

#### **Wood Cellulose Fiber**

Wood cellulose fiber may be used only on slopes steeper than 2:1. Wood cellulose fiber mulch should not be used alone during the dry summer months or for late fall mulch cover. The rate of application shall be 1,500 lbs/acre. A mulch for use with the hydraulic application of seed, fertilizer and lime shall consist of wood cellulose fiber. It shall be processed in such a manner that it will contain no growth or germination inhibiting factors and shall be dyed green. It shall be manufactured in such a manner that (1) after addition and agitation in slurry tanks with fertilizers, lime, seeds, and water, the fibers in the material will become

uniformly suspended to form a homogeneous slurry and (2) the material, when hydraulically sprayed on the ground, will form a blotter-like ground cover impregnated uniformly with seed, will allow rainfall to percolate to the underlying soil.

The wood cellulose fiber shall be supplied in packages having a gross weight not to exceed 100 pounds. Weight specifications of this material from suppliers, and for all applications, shall refer only to air dry weight of the fiber material. Air dry weight is based on the normal weight standard of the Technical Association of the Pulp and Paper Industry for Wood Cellulose and is considered equivalent to 10 percent moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air dry weight content.

#### **10.2.8 Water**

Water shall be reasonably free of injurious and other toxic substances harmful to plant life. The source of water is subject to the approval of the WVDEP.

#### **10.2.9 Direct Seeding:**

All areas which are to be seeded directly on to coal refuse material shall utilize these specifications Sections 6.0 to 6.6 with the following changes incorporated:

- a. Section 10.2.1, Fertilizer - increase fertilizer rate to 1,500 lbs./acre of 10-20-10.
- b. Section 10.2.7, Mulch - increase mulch rate to 3 tons/ acre of straw or hay mulch.

### **10.3 Construction Methods**

All revegetation activities shall be conducted immediately following completion of final grade so as to utilize the fine soil material as a seedbed before this material is lost via subsequent rainfall.

On sites where appropriate equipment can operate the seedbed shall be prepared by breaking up surface crusts and loosening the soil material to a minimum of six (6) inches. Discing, harrowing, cultipacking or other acceptable tillage operations may be used to prepare the seedbed. On sites where appropriate equipment cannot operate, the seedbed shall be prepared by "tracking in" with a dozer or scarifying by other approved methods. Rocks larger than six (6) inches in diameter, trash, weeds and other debris that will interfere with seeding or maintenance shall be removed or disposed of as approved by the WVDEP. Seedbed preparation shall be suspended when soil moisture conditions are not suitable for the preparation of a satisfactory seedbed as determined by WVDEP. All yard/mowed areas shall be hand raked with all rocks 2" diameter and larger removed.



Seedbed preparation and seeding shall take place progressively as various regraded areas are brought to final grade.

All seeding operations shall be performed immediately following seedbed preparation in such a manner that the seed is applied in the specified quantities uniformly on the designated areas.

Seed application shall consist of approved hydroseeding methods where feasible. Any seed left in hydroseeder overnight shall be reinoculated before that seed shall be applied. Other methods of seed application may be utilized for site-specific reasons when approved by the WVDEP.

Any area failing to establish a vegetative stand due to weather or adverse soil conditions shall be reseeded, relimed, refertilized and remulched as approved by the WVDEP.

The Contractor shall maintain all seeded areas until final acceptance of the project. All areas shall be protected from any further equipment traffic and any damaged areas shall be repaired and reseeded. Maintaining seeded areas shall consist of watering, refilling, refertilizing, reliming, reseeding and remulching erosion gullies and all bare areas.

A second and third seeding will be applied as needed, or as approved by the WVDEP.

### **Second Step Seeding**

The second step seeding will take place during the first defined seeding period following the initial seeding. No payment shall be made for second step seeding, this work is part of the contract if completed before the final inspection, or shall be considered warranty if completed after the final inspection. The following shall be used as a guide for second step application:

- a. For areas with less than a 50 percent stand or subject to severe erosion, apply the complete amount of seed, fertilizer, lime and mulch as specified.
- b. For areas with over 50 percent stand apply one half the original fertilizer, lime and seed. If erosion is a problem, apply one half the original mulch specified in Section 10.2.9.

### **Third Step Seeding**

The third step seeding shall consist of spot applications on areas not showing a satisfactory stand. The seeding shall take place at the next defined seeding period following the second step application. The quantity of material to be used shall be determined on the same basis as for the second step application.

Second and third step seeding shall be considered part of the contract if completed before the final inspection or considered warranty if completed after the final inspection.

#### **10.4 Method of Measurement**

The method of measurement for revegetation will be to the acre field measured and rounded to the nearest whole acre. Payment to include all temporary seeding, lime, fertilizer, seed and mulch for the first seeding only. Subsequent seeding will not be measured or paid for but will be considered incidental to initial seeding.

The Contractor shall be paid only for those areas disturbed and revegetated during operations necessary for completion of the work. The quantity shall not include areas disturbed for storage facilities and staging areas unless prior approval was obtained from the WVDEP. No payment shall be made for any seeding conducted after the final inspection; this work is considered warranty.

#### **10.5 Basis of Payment**

The quantities of work done will be paid at the contract unit price bid as listed below, which price and payment shall be full compensation for doing all the work herein prescribed in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, and incidentals necessary to complete the work.

No payment will be made for seeding after the initial seeding. All work done after initial seeding will be done as maintenance of a completed phase of work or as warranty work after the final inspection.

#### **10.6 Pay Items**

Item 10.1 "Revegetation", per acre

## **11.0 Gabion Baskets**

### **11.1 Description**

The Contractors shall excavate the small landslide and construct the proposed Gabion wall. The Wall will consist of a single row of 3' x 3' x 6' Gabion Baskets with a total length of the 36 feet. The excavate slide area will be backfilled with riprap materials as shown on drawing D-6 and covered with 6" of soil.

### **11.2 Material**

Material requirements shall conform to as indicated on drawing D-6 "Gabion Wall Details". Rock fill for gabion baskets shall conform to the requirement of WVDOT Type D Riprap. The rock fill shown on the details shall consist of WVDOT Type D Riprap.

### **11.3 Method of Measurement**

The method of measurement for the "Gabion Baskets" shall be per Lump Sum. This item includes all excavation and disposal of slide materials, the Gabion Baskets, the Rip Rap materials for fill of Gabions and the backfill of the slope area, Soil cover, gravel base, labor and equipment for a satisfactory installation.

### **11.4 Basis Of Payment**

The basis of payment for this item shall be on a Lump Sum basis

### **11.5 Pay Items**

Item 11.1, "**Gabion Basket**", Lump Sum

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049  
Project: Malloy Refuse Pile

Bid Date: 6/29/10  
Pre-Bid Date: 5/27/10

Name : W R Houck  
Company: Pineville Paving  
Address: PO Box 1290  
Pineville WV 26287  
Phone #: 304 732 8303  
Fax #: 304 252 2855  
Email : \_\_\_\_\_

Name : Robert Barnes  
Company: Barnes EXC. Inc.  
Address: P.O. Box 13384  
Sissonville WV. 25360  
Phone#: 304-984-1725  
Fax #: 304-984-0074  
Email : BARNESEXC.AOL.COM

Name : ANN WAROWELL  
Company: TEASTERN ARROW  
Address: PO BOX 4108  
CHARLESTON, WV  
25364  
Phone #: 304-414-0255  
Fax #: 0 256  
Email : \_\_\_\_\_

Name : GEORGE FRESHOUR  
Company: EAGLE EXCAVATION INC  
Address: P.O. Box 218  
KENNA, WV 26248  
Phone#: (304) 372-4378  
Fax #: (304) 372-4378  
Email : NONE

Name : DENNIS C. ELBON  
Company: COWGIRL UP INC  
Address: PO Box 243  
SIMPSON WV 26435  
Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DCE\_COWGIRLUP@EARTHLINK.NET

Name : Gary Long  
Company: McCourt & Son Const.  
Address: 2790 Centralia Rd  
Sutton WV 26601  
Phone#: 304 765-5288  
Fax #: 304 765-5293  
Email : \_\_\_\_\_

Name : Jesse H Rupe  
Company: Level Land Develop  
Address: PO BOX 975  
Sophia WV 25921  
Phone #: 304-573-9072  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Name : David H. Bowman  
Company: GREEN MOUNTAIN Co.  
Address: 511 50th Street  
Chas WV 25304  
Phone#: 304 925 0253  
Fax #: 925 9220  
Email : Jody Mye AOL.com

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15049  
 Project: Mallory Refuse P.le

Bid Date: 6/29/10  
 Pre-Bid Date: 5/27/10

Name : LES BOLEN  
 Company: ASPEN CORP.  
 Address: 2400 RITTER DR.  
DANIELS WV 25832

Phone #: 304-763-4513  
 Fax #: 304-763-4591  
 Email : lbolea@aspengolf.com

Name : Randy Carpenter  
 Company: Carpenter Reclamation  
 Address: PO Box 13015  
Jacksonville, WV  
25260

Phone #: 304-984-1115  
 Fax #: 984-2770  
 Email : RCarpenter103@aol.com

Name : CHRIS HARMAN  
 Company: Selco Construction Services  
 Address: 109 INDIAN HILLS  
CEDAR BLUFF VA.

Phone #: 276-880-2300  
 Fax #: 304-732-7660  
 Email : WWW.SelcoConstruction.com

Name : Brian Hoard  
 Company: Breakaway Const.  
 Address: 1075 Old Turnpike RD  
Sutton WV 26601

Phone #: 304-765-5187  
 Fax #: 304-765-5137  
 Email : \_\_\_\_\_

Name : Dale Thurston  
 Company: Thurston Const Co Inc  
 Address: PO Box 13279  
Charleston 25360

Phone #: 304 984 2294  
 Fax #: 304 984 2334  
 Email : \_\_\_\_\_

Name : ~~\_\_\_\_\_~~  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Joe Wiseman  
 Company: Wiseman Excavating  
 Address: Liberty WV 25124

Phone #: 304-586-3736  
 Fax #: 304-586-3789  
 Email : \_\_\_\_\_

Name : \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email : \_\_\_\_\_



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  
**DEP15049**

PAGE  
**1**

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

VENDOR

\*311144600      304-732-8303  
**PINEVILLE PAVING & EXCAVATING**  
**PO BOX 1290**  
**RT 10 SOUTH**  
**PINEVILLE WV 24874**

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	F.O.B.	FREIGHT TERMS
06/22/2010				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>***** ADDENDUM NO. 2 *****</p> <p>ADDENDUM ISSUED FOR THE MALLORY REFUSE PILE PROJECT TO CLARIFY INFORMATION DISTRIBUTED IN ADDENDUM NO.1.</p> <p>PLEASE REMOVE PAGES 4-24 FROM ADDENDUM NO.1, THESE PAGES WERE INCORRECTLY ATTACHED TO ADDENDUM NO.1 AND DO NOT RELATE TO THIS PROJECT. ATTACHED ARE THE ONLY PAGES TO BE INCLUDED IN ADDENDUM NO.1</p> <p>BID OPENING DATE AND TIME REMAIN 06/29/2010 AT 1:30 PM</p> <p>***** NO OTHER CHANGES *****</p>						
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Kimi D. B...*      TELEPHONE: **304-732-8303**      DATE: **6-29-10**

TITLE: *Vice President*      FEIN: **550709824**      ADDRESS CHANGES TO BE NOTED ABOVE

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

**RFQ 15049**  
**Mallory Refuse Pile**  
**Addendum #1**

Item 1: Q) Does the site (material) balance?

A) Yes, material balances.

Item 2: Q) Where is the soil borrow area?

A) A potential soil borrow area is identified on the plans, located above the coal refuse and below the access road, and adjacent to the concrete remnants. The potential soil borrow area is identified on drawing number E-E6.

Item 3: Q) What is the Engineer's Estimate (4) for this project?

A) The estimate is \$272,498. However, please note that the channels are now required to be grouted riprap (instead of riprap) and this should raise the estimate slightly (estimate \$280,000 - \$290,000).

Item 4: Q) What is the length of channel from the portal?

A) By scaling, the length of channel is approximately 70 ft. Please note that the conveyance pipes from the portal (by scaling, estimate to be 45 ft) discharge into channel 3 and channel 3 in turn discharges onto an energy dissipater. This may be seen on drawing number E-E7.

Item 5: C) Material to be windrowed.

Please note that some on site material (trees, limbs, etc) will be windrowed and located as per WVDEP Engineer/Inspector designated location. The purpose is to try and eliminate/limit 4 wheeler (ATV) access to the site.

Item 6: Q) What is the time for construction of this project?

A) The Contractor will have 90 days from the date of the Notice-to-Proceed to complete construction activities on the project. The \$250 per day liquidation 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.

Item 7: Add the following to Section 7.2.1 of the Technical Specifications:

“All of the channels for the project shall have full penetration grout. The grout for the channels shall consist of a mixture of Portland cement, fine aggregate, and water so proportioned and mixed as to provide a readily pumpable slurry. Admixtures and/or a pozzolan may be used with the approval of the Engineer. The grout shall exhibit a compressive strength of 2,000 pounds per square inch at 28 days with specimens made and tested according to the provisions of ASTM C 31 and C 39.

---

Item 8: Add the following to Section 7.4 of the Technical Specifications:

“The grout and grouting of the channels shall be included in the per linear foot price for the channels.”

- Item 9: On Drawings E-E6, E-E7, E-E8, and E-E9, Note 1 shall be deleted.
  - Item 10: Erosion control and sediment control shall be paid per the price for “Sediment Control”. Sediment control shall be silt fence. Erosion control (post construction) can be either silt fence or straw bales.
  - Item 11: The Storm Water NPDES permit application has been submitted to WVDEP.
-



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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Project: Malloy Refuse Pile

Bid Date: 6/29/10  
Pre-Bid Date: 5/27/10

Name : W R Houck  
Company: Pineville Paving  
Address: PO Box 1290  
Pineville WV 24874

Name : Robert Baines  
Company: Baines EXL, Inc.  
Address: P.O. Box 13384  
Sissonville WV. 25360

Phone #: 304 732 8303  
Fax #: 304 732 2855  
Email : \_\_\_\_\_

Phone#: 304-984-1725  
Fax #: 304-984-0074  
Email : BAINSEXC@AOL.COM

Name : ANN WAROWELL  
Company: TEASTERN ARROW  
Address: PO BOX 4108  
CHARLESTON, WV  
25364

Name : GEORGE FRESHOUR  
Company: EAGLE EXCAVATION INC.  
Address: P.O. Box 218  
KENNA, WV 25248

Phone #: 304-414-0255  
Fax #: 0 256  
Email : \_\_\_\_\_

Phone#: (304) 372-4378  
Fax #: (304) 372-4378  
Email : NONE

Name : DENNIS C. ELBON  
Company: CONCRETE UP INC  
Address: PO Box 243  
SIMPSON WV 26435

Name : Gary Long  
Company: M<sup>c</sup> Court & Son Const.  
Address: 2790 Centralia Rd  
Sutton WV 26601

Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DCE-CONFIRLOT@EARTHLINK.NET

Phone#: 304 765-5288  
Fax #: 304 765-5293  
Email : \_\_\_\_\_

Name : Jesse H Rupe  
Company: Level Land Develop  
Address: PO BOX 975  
Sophia WV 25921

Name : David H. Bowman  
Company: GREEN MOUNTAIN Co.  
Address: 511 50th Street  
Chas WV 25304

Phone #: 304-573-9072  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Phone#: 304 925 0253  
Fax #: 925 9230  
Email : Jody Mj@AOL.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

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Company: ASPEN CORP.  
Address: 2400 RITTER DR.  
DANIELS WV 25832

Name : Dale Thaxton  
Company: Thaxton Const Co Inc  
Address: PO Box 13279  
Charleston 25360

Phone #: 304-763-4573  
Fax #: 304-763-4591  
Email : lboLEN@aspEN-gpF.com

Phone#: 304 984 2294  
Fax # : 304 984 2334  
Email : \_\_\_\_\_

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: PO Box 13015  
Jessonsville, WV  
25260

Name : ~~\_\_\_\_\_~~  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-984-1115  
Fax #: 984-2770  
Email : RCarpenter103@aol.com

Phone#: \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

Name : CHRIS HARMAN  
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Address: 109 Indian Hills  
CEDAR BLUFF VA.

Name : Joe Wiseman  
Company: Wiseman Excavating  
Address: Liberty WV 25124

Phone #: 276-880-2300  
Fax #: 304-732-7660  
Email : WWW.SelcoConstruction.com

Phone#: 304-586-3736  
Fax # : 304-586-3789  
Email : \_\_\_\_\_

Name : Brian Hoard  
Company: Breakaway Const.  
Address: 1075 Old Turnpike RD  
Sutton WV 26061

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-765-5187  
Fax #: 304-765-5137  
Email : \_\_\_\_\_

Phone#: \_\_\_\_\_  
Fax # : \_\_\_\_\_  
Email : \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
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.**

AGENCY \_\_\_\_\_ (A)  
 RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
 \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E)

as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
 \_\_\_\_\_ (H), a corporation organized and existing under the laws  
 of the State of \_\_\_\_\_ (I) with its principal office in the City of  
 \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
 of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K)  
 (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
 we jointly and severally bind ourselves, our heirs, administrators, executors,  
 successors and assigns.

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

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 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 time within which the Obligee may accept such bid: and said  
 Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
 hands and seals, and such of them as are corporations have caused their corporate  
 seals to be affixed hereto and these presents to be signed by their proper officers,  
 this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal

(R)

\_\_\_\_\_  
 (Name of Principal)  
 By \_\_\_\_\_  
 (Must be President or  
 Vice President)  
 \_\_\_\_\_  
 Title

Surety Corporate Seal

(U)

\_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 Attorney-in-Fact

- (A) WV State Agency  
 (Stated on Page 1 "Spending Unit")  
 Request for Quotation Number (upper  
 right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
 bond is 5% of total bid. You may state  
 "5% of bid" or a specific amount on  
 this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
 President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
 Surety

NOTE: Dated, Power of Attorney with Raised  
 Surety Seal must accompany this bid  
 bond.

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to  
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of  
 Attorney must be attached.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pineville Paving & Excavating, Inc  
of PO Box 1290 Pineville, WV 25874, as Principal, and Ohio Farmers Insurance Company  
of One Park Circle Westfield Center OH, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
DEP15049, Mallory Refuse Pile in Logan County, according to plans and specifications.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
18th day of June, 20 10.

Principal Corporate Seal

Pineville Paving & Excavating, Inc  
(Name of Principal)

By Kevin Bradford  
Kevin Bradford (Must be President or  
Vice President)

Vice President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)

Sheila D. McCormick  
Sheila D. McCormick (Attorney-in-Fact)

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

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4751892 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY**

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, 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-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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 of 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 as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the 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 signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of AUGUST A.D., 2008 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaid, Jr., Senior Executive

State of Ohio  
County of Medina ss.:

On this 25th day of AUGUST A.D., 2008 , before me personally came Richard L. Kinnaid, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said Instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS 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; and 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 Westfield Center, Ohio, this 18th day of June A.D., 2010 .



Frank A. Carrino, Secretary

Date: 4-May-2007

Applicant Violator System  
Current Organizational Family Tree (OFT)

Time :15:43:09  
Page: 1

(147991) PINEVILLE PAVING & EXCAVATING INC

Total Number: 6

Entity ID	Name	Desc Code	Begin Date	End Date	Pct. Own.	Hold Code
147992	BRADFORD, TROY M	PRS	9-Aug-1991			
147992	BRADFORD, TROY M	SH	9-Aug-1991		60%	
147993	BRADFORD, KEVIN D	VP	9-Aug-1991			
147993	BRADFORD, KEVIN D	SH	9-Aug-1991		20%	
147994	BRADFORD, ANTHONY M	SH	9-Aug-1991		20%	
147994	BRADFORD, ANTHONY M	SEC	1-Jul-2001			



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Wyoming, TO-WIT:

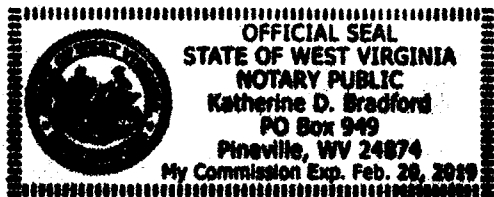
I, Kevin Bradford, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Pineville Paving & Excavating Inc.; and,  
(Company Name)
- 2. I do hereby attest that Pineville Paving & Excavating Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Pineville Paving & Excavating Inc.  
(Company Name)



By: Kevin D Bradford

Title: Vice President

Date: 6-29-10

Taken, subscribed and sworn to before me this 29<sup>th</sup> day of June, 2010.

By Commission expires Feb. 20, 2019

(Seal)

Kathy Bradford  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**



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: Pineville Paving & Excavating, Inc.

Authorized Signature: *Karin D. Buford* Date: 6-29-10

State of WV

County of Wyoming, to-wit:

Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of June, 2010.

My Commission expires Feb. 20<sup>th</sup>, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *Katherine D. Bradford*

