



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
DEP15148

PAGE
1

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

\*A06155642      304-636-0050  
 LAMBERT EXCAVATION  
 PO BOX 86  
 BOWDEN WV 26254

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/26/2010				

BID OPENING DATE: **10/20/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		536,875.00
<p><b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b></p> <p><b>SPECIAL RECLAMATION MAINTENANCE SERVICES CONTRACT NORTHERN AREA</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER THE SCOPE OF WORK THAT WILL INCLUDE, BUT NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p><b>EXHIBIT 3</b></p> <p><b>LIFE OF CONTRACT:</b> THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p>						

RECEIVED

2010 OCT 20 A 9:29  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph Lambert</i>	TELEPHONE 304-636-0211	DATE 10-20-10
TITLE owner	FEIN 55-0768851	ADDRESS CHANGES TO BE NOTED ABOVE

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

# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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.

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## 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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 Department of Administration  
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 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998      304-457-3219

DATE PRINTED 09/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/20/2010      BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph Lambert</i>	TELEPHONE 304-636-0211	DATE 10-20-10
TITLE owner	FEIN 55-0768851	ADDRESS CHANGES TO BE NOTED ABOVE

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





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				CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.  WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE:  CONTRACTORS NAME: ... <i>Lambert Excavation, Inc.</i> ...  CONTRACTORS LICENSE NO.: ..... <i>WV 030398</i> .....  THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT  WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NORTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.  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.  WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL  (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.		

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<p><b>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE FROM THIS CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AML'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AML MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</b></p> <p><b>BID BOND: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR A BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.</b></p> <p><b>EXHIBIT 7</b></p> <p><b>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</b></p> <p><b>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</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Joseph Lambert*      TELEPHONE **304-636-0211**      DATE **10-20-10**  
 TITLE **owner**      FEIN **55-0768851**      ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE &amp; REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joseph Lambert</i>	TELEPHONE 304-636-0211	DATE 10-20-10
TITLE owner	FEIN 55-0768857	ADDRESS CHANGES TO BE NOTED ABOVE

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CONTRACT  
FOR  
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES  
RECLAMATION/MAINTENANCE SERVICES  
NORTHERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION  
601 57<sup>TH</sup> STREET  
CHARLESTON, WEST VIRGINIA 25304  
TELEPHONE 304-926-0499

Maximum Annual Expenditures

This contract shall not exceed \$500,000.00

Maximum Project Expenditures

This contract shall not exceed \$25,000.00 per project

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## CONTRACTUAL INFORMATION & REQUIREMENTS

### Article I - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all the scope of work required in this contract.

### Article 2 - Location of Work-North

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

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

### Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

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#### Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

#### Article 5 - Delivery

- A. The contractor shall complete the specified maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

#### Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.

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Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

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

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

Unit Price - As provided by the Offeror in the proposal.

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

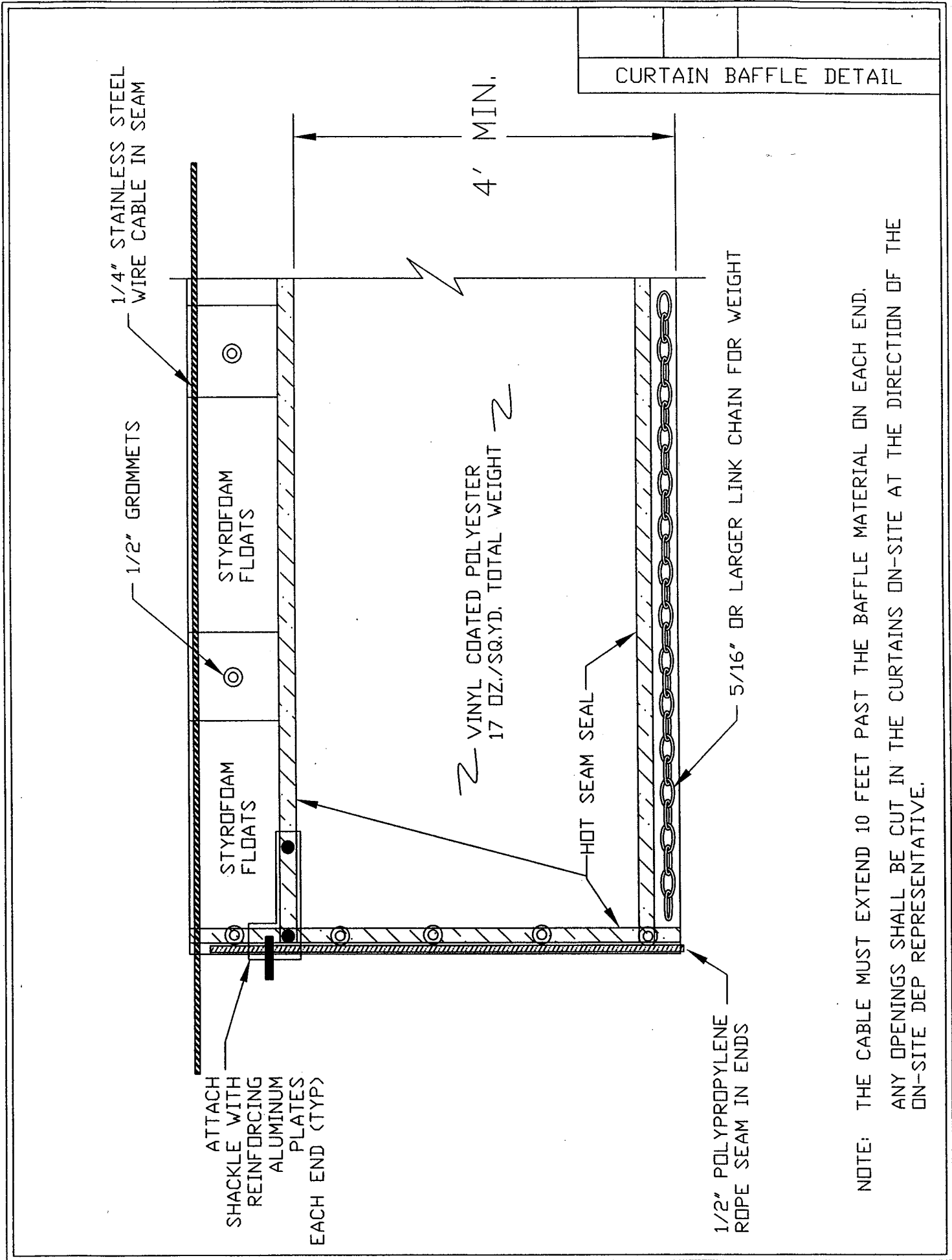
Article 8 - Changes in the Contract

A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly itemized.
- 2) By unit prices stated in the contract documents or subsequently agreed upon.

## NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
3. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
4. All equipment used must be in good operable condition and be readily available.
5. All materials must have approval from a DEP representative.
6. Labor for operating equipment **and installing materials** shall be incidental to each item.
7. Labor - The contractor shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.
8. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.



CURTAIN BAFFLE DETAIL

1/4" STAINLESS STEEL WIRE CABLE IN SEAM

1/2" GROMMETS

ATTACH WITH SHACKLE WITH REINFORCING ALUMINUM PLATES EACH END (TYP)

STYROFOAM FLOATS

STYROFOAM FLOATS

STYROFOAM FLOATS

2 VINYL COATED POLYESTER 17 OZ./SQ.YD. TOTAL WEIGHT

4' MIN.

HOT SEAM SEAL

1/2" POLYPROPYLENE ROPE SEAM IN ENDS

5/16" OR LARGER LINK CHAIN FOR WEIGHT

NOTE: THE CABLE MUST EXTEND 10 FEET PAST THE BAFFLE MATERIAL ON EACH END. ANY OPENINGS SHALL BE CUT IN THE CURTAINS ON-SITE AT THE DIRECTION OF THE ON-SITE DEP REPRESENTATIVE.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<p>The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.</p>				
1.0	500 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. Up to two (2) dozers may be required at separate locations for use in snow removal from access roads during severe weather events. These dozers shall be available on-site within 24 hours of notice.	\$ <u>135</u> PER HR	\$ <u>67,500</u>
2.0	100 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ <u>125</u> PER HR	\$ <u>12,500</u>
3.0	200 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$ <u>95</u> PER HR	\$ <u>19,000</u>
4.0	500 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ <u>140</u> PER HR	\$ <u>70,000</u>
5.0	100 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$ <u>175</u> PER HR	\$ <u>17,500</u>
6.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ <u>95</u> PER HR	\$ <u>19,000</u>
7.0	50 HRS	Truck with Snow Blade, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ <u>110</u> PER HR	\$ <u>5,500</u>
8.0	100 HRS	Articulated Truck-Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ <u>130</u> PER HR	\$ <u>13,000</u>
9.0	50 HRS	Trash water pump, 3" diameter, gas a/o diesel powered	\$ <u>35</u> PER HR	\$ <u>1,750</u>
10.0	200 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour) (Billable time not to exceed 4 hours each way for each piece of equipment transported, but is not limited to actual time required for delivery to site.)	\$ <u>180</u> PER HR	\$ <u>36,000</u>

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.0	500 ACRES	Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Orchard Grass              @ 15 lbs/acre Birdsfoot Trefoil <sup>2</sup> @ 15 lbs/acre Weeping Lovegrass <sup>3</sup> @ 2 lbs/acre Redtop <sup>4</sup> @ 3 lbs/acre Red Clover                    @ 10 lbs/acre Ky 31 Fescue <sup>5</sup> @ 15 lbs/acre Foxtail Millet <sup>3</sup> @ 12 lbs/acre Wheat or Rye <sup>4</sup> @ 50 lbs/acre	\$ <u>125</u> PER ACRE	\$ <u>62,500</u>
12.0	100 ACRES	Seed mixture for Vegetation Enhancement <u>Vegetative Species</u> <sup>1</sup> <u>Rate/Acre</u> Ky 31 Fescue <sup>5</sup> @5 lbs/acre Birdsfoot Trefoil <sup>2</sup> @5 lbs/acre Red Clover                    @5 lbs/acre	\$ <u>25</u> PER ACRE	\$ <u>2,500</u>
13.0	100 ACRES	Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species</u> <sup>1</sup> <u>Rate/Acre</u> Black Locust <sup>2</sup> @3 lbs/acre (Reference for Item Numbers 11.0, 12.0 and 13.0) 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation.	\$ <u>10</u> PER ACRE	\$ <u>1,000</u>
14.0	500 TONS	Agriculture Lime - 85% CaCO <sub>3</sub> /Acre	\$ <u>30</u> PER TON	\$ <u>15,000</u>
15.0	200 TONS	Fertilizer, 10-20-10	\$ <u>240</u> PER TON	\$ <u>48,000</u>
16.0	200 TONS	Mulch, Wood Fiber	\$ <u>25</u> PER TON	\$ <u>5,000</u>
17.0	200 TONS	Mulch, hay or straw	\$ <u>85</u> PER TON	\$ <u>17,000</u>
18.0	200 TONS	Stone, 3" to 6", sandstone, delivered to site	\$ <u>25</u> PER TON	\$ <u>5,000</u>
19.0	200 TONS	Stone, clean 3-1/2" to 1-1/2", limestone, delivered to site	\$ <u>27</u> PER TON	\$ <u>5,400</u>
20.0	200 TONS	Stone, 1-1/2" crusher run, limestone, delivered to site	\$ <u>22</u> PER TON	\$ <u>4,400</u>



ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
21.0	200 TONS	Stone, 3" to 6" riprap limestone, delivered to site	\$ <u>25</u> PER TON	\$ <u>5,000</u>
22.0	200 TONS	Stone, 4" to 18" riprap limestone, delivered to site	\$ <u>30</u> PER TON	\$ <u>6,000</u>
23.0	200 TONS	Stone, 12" to 36" riprap limestone, delivered to site	\$ <u>32</u> PER TON	\$ <u>6,400</u>
24.0	10 EA	HDPE Dual Walled Culvert, 15" diameter/ 20' section	\$ <u>160</u> EACH	\$ <u>1,600</u>
25.0	10 EA	HDPE Dual Walled Culvert, 24" diameter/ 20' section	\$ <u>330</u> EACH	\$ <u>3,300</u>
26.0	10 EA	HDPE Dual Walled Culvert, 36" diameter/ 20' section	\$ <u>600</u> EACH	\$ <u>6,000</u>
27.0	100 LF	Pipe, 12" Solid SDR 35 gasket type PVC	\$ <u>10</u> PER LF	\$ <u>1,000</u>
28.0	10 EA	45° elbow, 12" SDR 35 gasket type PVC	\$ <u>175</u> EACH	\$ <u>1,750</u>
29.0	10 EA	90° elbow, 12" SDR 35 gasket type PVC	\$ <u>180</u> EACH	\$ <u>1,800</u>
30.0	10 EA	Cap, 12" SDR 35 gasket type PVC	\$ <u>40</u> EACH	\$ <u>400</u>
31.0	10 EA	Tee, 12" SDR 35 gasket type PVC	\$ <u>230</u> EACH	\$ <u>2,300</u>
32.0	100 LF	Pipe, 6" Solid SDR 35 gasket type PVC	\$ <u>4.00</u> PER LF	\$ <u>400</u>
33.0	100 LF	Pipe, 6" Perforated SDR 35 gasket type PVC AS IS	\$ <u>4.00</u> PER LF	\$ <u>400</u>
34.0	10 EA	Tee, 6" SDR 35 gasket type PVC	\$ <u>20</u> EACH	\$ <u>200</u>

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
35.0	10 EA	Solid end cap, 6" SDR 35 gasket type PVC	\$ <u>2.00</u> EACH	\$ <u>20</u>
36.0	10 EA	45° elbow, 6" SDR 35 gasket type PVC	\$ <u>20</u> EACH	\$ <u>200</u>
37.0	10 EA	90° elbow, 6" SDR 35 gasket type PVC	\$ <u>20</u> EACH	\$ <u>200</u>
38.0	100 LBS	Bentonite - Sealer	\$ <u>1.00</u> PER LB	\$ <u>100</u>
39.0	100 SQ. YDS	Engineering Fabric for subsurface drainage - in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ <u>1.00</u> PER SQ. YD	\$ <u>100</u>
40.0	100 SQ. YDS	Smooth HDPE Geomembrane-Poly-Flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant. Sites which require liner widths wider than available rolls, shall be heat seamed.	\$ <u>10</u> PER SQ. YD	\$ <u>1,000</u>
41.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
42.0	200 HRS	Laborer - To include basic tools i.e. shovel, chainsaw, drill, weedeater, lawnmower, etc. as needed	\$ <u>65</u> PER HR	\$ <u>13,000</u>
43.0	5 EA	Wooden Weir - Installed per each (12' x 2' treated 2" lumber with 4" x 4" treated supports, and stainless steel fasteners	\$ <u>60</u> EACH	\$ <u>300</u>
44.0	1000 LF	Silt fence - Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ <u>1.00</u> PER LF	\$ <u>1,000</u>
45.0	200 CY	Grout - Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ <u>135</u> PER CY	\$ <u>27,000</u>
46.0	100 CY	Concrete - Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ <u>130</u> PER CY	\$ <u>13,000</u>
47.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ <u>25</u> PER TON	\$ <u>2,500</u>

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
48.0	200 LF	Floating Baffle Curtain-Five (5) foot total depth Minimum 4 feet depth must be below water line and bottom of floats. 17 ounce/square yard with UV rating, vinyl coated, polyester material, no sewing, all seams heat sealed. Two (2) foot long Styrofoam block for floats in top spaced with grommets in between each block, block size based on depth. 1/4 inch stainless steel cable seamed in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water, at each end. 5/16 inch chain heat sealed into bottom. Ends shall have 1/2 inch polypropylene rope heat sealed with grommets. At seam below floats on each end, aluminum reinforcing plates shall be attached, and have a shackle for anchorage on pond embankment.  Price shall include all labor and materials for installation in pond, as required.	\$ <u>26</u> PER LF	\$ <u>5,200</u>
49.0	20 DAYS	HDPE 4 inch to 12 inch Pipe Fusion Weld Machine  Price shall include all labor and incidental electric power to operate machine.	\$ <u>180</u> PER DAY	\$ <u>3,600</u>
50.0	100 LF	4 inch HDPE DR 17 Fusion Pipe (Required for use with Item # 49) <i>6.50</i>	\$ <u>1.50</u> PER LF	\$ <u>150</u>
51.0	100 LF	6 inch HDPE DR.17 Fusion Pipe (Required for use with Item # 49) <i>3.16</i>	\$ <u>3.25</u> PER LF	\$ <u>325</u>
52.0	100 LF	12 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49) <i>11.80</i>	\$ <u>11.80</u> PER LF	\$ <u>1,180</u>
53.0	10 EA	6 inch HDPE Wye (Required for use with Item # 49)	\$ <u>105</u> EACH	\$ <u>1,050</u>
54.0	10 EA	6 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>165</u> EACH	\$ <u>1,650</u>
55.0	10 EA	4 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>100</u> EACH	\$ <u>1,000</u>
56.0	10 EA	4 inch HDPE Tee (Required for use with Item # 49)	\$ <u>20</u> EACH	\$ <u>200</u>
		<b>TOTAL</b>		\$ <u>536,875.00</u>



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**IRREVOCABLE LETTER OF CREDIT**

Date: October 15, 2010

Letter of Credit Number: 340

**Beneficiary:**

West Virginia DEP  
105 S. Railroad Street  
Philippi, WV 26416

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of Joseph E. Lambert for a sum not to exceed the aggregate of \$5,000.00 (Five Thousand, and 00/100 U.S. Dollars) available by your one or more clean drafts drawn at sight on us.

Each draft so drawn must be marked "Drawn under The Grant County Bank, P.O. Box 929, Petersburg, WV 26847, Credit No. 340".

The credit is subject, so far as applicable, to "Uniform Customs and Practices for Documentary Credits, 2006 Revision, International Chamber of Commerce Publication No. 600 or any later revision".

We hereby agree with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment to our main office, The Grant County Bank, 3 North Main Street, Petersburg, West Virginia 26847. This letter will expire October 15, 2011.

Very truly yours,

George L. Ford  
Executive Vice President



# CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE (MM/DD/YY)

10/6/10

100 Erie Insurance Place • Erie, PA 16530

<p><b>NAME AND ADDRESS OF AGENCY</b> PIONEER INSURANCE AGENCY INC          200 DAVIS AVENUE          ELKINS, WV 26241-4068           (304)636-2300</p>	<p><b>AGENT'S NO.</b> EE1145</p>	<p style="text-align: center;"><b>COMPANY(IES) AFFORDING COVERAGE</b></p> <p><b>Co.: C ERIE INSURANCE COMPANY</b>  <b>Co.: D ERIE INSURANCE PROPERTY &amp; CASUALTY COMPANY</b>  <b>Co.: E ERIE INSURANCE EXCHANGE</b>  <b>Erie Indemnity Co., Attorney-in-Fact</b>  <b>Co.: F ERIE INSURANCE COMPANY OF NEW YORK</b>  <b>Co.: G FLAGSHIP CITY INSURANCE COMPANY</b></p> <p><small>This Certificate is issued for information purposes only. It does not list, amend, extend, or otherwise alter the terms and conditions of insurance coverage contained in the Policy(ies) indicated below issued by ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation.</small></p> <p><small>Any party can request a policy and/or Declaration by asking the Insured or the Agent. Limits shown may have been reduced by claims paid.</small></p>
<p><b>NAME AND MAILING ADDRESS OF INSURED</b>          LAMBERT'S EXCAVATING AND          P O BOX 86          BOWDEN, WV 26254-0086</p>		

**This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.**

CO. LIB.	Add'l Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
D	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q30 7000019	6/20/10	6/20/11	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 300,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td>\$ 300,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV. INJURY</td><td>\$ 300,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 600,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$ 600,000</td></tr> </table>	EACH OCCURRENCE	\$ 300,000	FIRE DAMAGE (Any One Fire)	\$ 300,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 300,000	GENERAL AGGREGATE	\$ 600,000	PRODUCTS-COMP/OP AGG	\$ 600,000		
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PRODUCTS-COMP/OP AGG	\$ 600,000																			
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td>\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td>\$</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$						
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	<input type="checkbox"/>	<b>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</b>				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="4" style="text-align: center;">STATUTORY</th></tr> <tr><td rowspan="3" style="vertical-align: middle;">BODILY INJURY BY</td><td>ACCIDENT</td><td>\$</td><td>EACH ACCIDENT</td></tr> <tr><td>DISEASE</td><td>\$</td><td>POLICY LIMIT</td></tr> <tr><td>DISEASE</td><td>\$</td><td>EACH EMPLOYEE</td></tr> </table>	STATUTORY				BODILY INJURY BY	ACCIDENT	\$	EACH ACCIDENT	DISEASE	\$	POLICY LIMIT	DISEASE	\$	EACH EMPLOYEE
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	<input type="checkbox"/>	<b>OTHER</b>																		

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

RECLAMATION OF VARIOUS MINE JOB SITES THROUGHOUT NORTHERN WEST VIRGINIA.

**CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST:** When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, ERIE will endeavor to mail written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon ERIE, its Agents or representatives.

**CANCELLATION FOR SPECIAL CONTRACTS:** (if the box is checked, this Certificate involves a special contract and the following cancellation provisions apply.) When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, ERIE will endeavor to mail \_\_\_\_\_ days written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon ERIE, its Agents or representatives.

**CERTIFICATE HOLDER**

<p>N/A N/A N/A, WV 26254</p>	<p style="text-align: center;"><b>ATTENTION CERTIFICATE HOLDER</b></p> <p>If your firm is a Certificate Holder for other policies of this Insured, Certificates of Insurance for these other policies will be forwarded to you as soon as they are processed.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Susan Cobery</i></p>
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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: Joseph Sambat

Authorized Signature: owner Date: 10-15-10

State of West Virginia

County of Randolph, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of October, 2010.

My Commission expires October 22, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC Stephanie Roy

