



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  
 DEP15742

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

**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 02/02/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 03/15/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73	\$1,268,711.00	
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES  REQUEST FOR QUOTATION  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE 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 7-ACRE ABANDONED MINE PROJECT KNOWN AS THE "ROBINETTE BRANCH REFUSE PILE" PROJECT. THE SITE IS LOCATED NEAR ROBINETTE, WEST VIRGINIA, (LOGAN CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 02/27/12 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE 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.  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						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: 304-732-8303      DATE: 3/12/12

TITLE: Sec.      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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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<p>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 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 MORE THAN 15 MINUTES AFTER THE BEGINNING OF THE PREBID WILL NOT BE PERMITTED TO SIGN IN OR PARTICIPATE.</p> <p>DIRECTIONS TO PREBID:</p> <p>TRAVEL SOUTH ON WV RT. 10 FROM LOGAN TO MAN. TRAVEL UP BUFFALO CREEK, RT. 16 TO THE COMMUNITY OF ROBINETTE. TURN RIGHT ONTO AMBURGEY LANE. THE REFUSE PILE IS LOCATED ALONG THE CREEK BANK TO THE RIGHT SIDE OF THE ROAD AND CREEK, APPROXIMATELY 1/4 MILE FROM THE MOUTH OF THE CREEK.</p> <p>CONTACT &amp; PHONE #: ROGER EARLE, 304-926-0485</p> <p>PLANS &amp; SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS            1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML &amp; R, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD.</p> <p>2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST.</p> <p>*****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS.*****</p>						

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SIGNATURE <i>Dave M. Smith</i>	TELEPHONE 304-732-8303	DATE 3/12/12
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<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 "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 ACCEPTANC</p>						

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				<p>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 REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:            (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:            (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS 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>		

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				<p>(5) TECHNICAL SPECIFICATIONS:            ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "ROBINETTE BRANCH REFUSE PILE" PROJECT. SAID 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 20 DRAWINGS AS PREPARED BY TERRADON CORPORATION.</p> <p>(6) PAYMENTS AND COMPLETION:            THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT:            THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p>		

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1.				<p>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,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD 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.</p> <p>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.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>		
2.				<p>THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p>		

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				<p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV 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</p>		

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Guy Nisbet</i>	TELEPHONE 304-732-8303	DATE 3/12/12
TITLE Sec.	FEIN 550709824	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
 DEP15742

PAGE  
 13

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

**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 <b>02/02/2012</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/15/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.'S: NO. 1 <i>V.AMB</i> ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  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.  <i>[Signature]</i> ..... SIGNATURE Pineville Paving & Excavating Inc. .... COMPANY 3/12/12 ..... DATE  REV. 11/96  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]*      TELEPHONE **304-732-8303**      DATE **3/12/12**

TITLE **Sec.**      FEIN **55070 9824**      ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
 DEP15742

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

VENDOR

\*311144600      304-732-8303  
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 25304      304-926-0499

DATE PRINTED 02/02/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 03/15/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:  ..... ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEP15742 ***** TOTAL:						<u>\$1,268,711.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Anthony M. Smith*      TELEPHONE: 304-732-8303      DATE: 3/12/12

TITLE: Sec.      FEIN: 550709824      ADDRESS CHANGES TO BE NOTED ABOVE

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



# Robinette Branch Refuse Pile

DEP15742

## Contractor's Bid Sheet

Company: Pineville Paving & Excavating, Inc.

Address: PO 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	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	LS	\$ 41,395.00
2.0	LS	Construction Layout (Limited to 5% of Total Bid)	LS	\$ 20,000.00
3.0	LS	Quality Control (Limited to 3% of Total Bid)	LS	\$ 10,000.00
4.1	LS	Site Preparation (Limited to 10% of Total Bid)	LS	\$ 35,000.00
4.2	910 LF	Guardrail	20.00	\$ 18,200.00
5.1	4,420 LF	Straw Wattles	1.25	\$ 5,525.00
5.2	2,010 LF	Super Silt Fence	3.50	\$ 7,035.00
5.3	19 EA	Triangular Silt Dikes	150.00	\$ 2,850.00
5.4	1 EA	Sediment Traps	23,005.00	\$ 23,005.00
5.5	1,860 LF	Temporary Diversion Berm	6.00	\$ 11,160.00
5.6	2 EA	Rock Check Dams	2,500.00	\$ 5,000.00
5.7	8,450 SY	Permanent Erosion Control Matting	2.00	\$ 16,900.00
5.8	2 EA	Stabilized Construction Entrance	10,000.00	\$ 20,000.00
6.0	7.0 AC	Revegetation (Per Plan View Acre)	750.00	\$ 5,250.00
7.1	1,293 LF	Type 1 Channel (ECM Lined Ditch)	13.00	\$ 16,809.00
7.2	35 LF	Type 2 Channel (Riprap Channel)	100.00	\$ 3,500.00
7.3	1,779 LF	Type 3 Channel (Gabion Basket)	304.00	\$ 540,816.00
7.5	325 LF	Type 4 Channel (Grouted Gabion Basket Channel)	488.00	\$ 158,600.00
7.5	810 LF	Type 5 Channel (Riprap Channel)	37.00	\$ 29,970.00
7.6	110 LF	Riprap Groin	38.00	\$ 4,180.00
7.7	12 LF	Pipe Removal	100.00	\$ 1,200.00
8.1	41,152 CY	Unclassified Excavation	5.50	\$ 226,336.00
11.0	50 LF	Underdrain	20.00	\$ 1,000.00
12.0	5.7 AC	9-inches Soil Cover (Per Plan View Acre)	11,400.00	\$ 64,980.00
(TOTAL)				\$ 1,268,711.00

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 Tax Payer ID No.: 550709824  
Address: PO Box 1290  
City: Pineville State: WV Zip Code: 24874 Phone: 304-732-8303  
Fax No.: 304-732-7855 E-mail address: tonyppi@aol.com

#### Part B: Legal Structure

Corporation    ( ) Sole Proprietorship    ( ) Partnership    ( ) LLC  
( ) Other (please specify) \_\_\_\_\_

#### Part C: Certifying and updating information in the Applicant/Violator System (AVS).

Select only one of the following options, follow the instructions for that option, and sign below.

I, Anthony M. Bradford, have the express authority to certify that:  
(print name)

1.  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.
2. \_\_\_\_\_ 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.
3. \_\_\_\_\_ 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.

3-12-12  
Date

Anthony M. Bradford  
Signature

Sec.  
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: Pineville Paving & Excavating

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	<u>Troy M. Bradford</u>	Position/Title	<u>President</u>
Address	<u>PO Box 749</u> <u>Pineville, WV 24874</u>	Telephone #	<u>304-294-4012</u>
Begin Date:	<u>Aug 9, 1991</u>	% of Ownership	<u>60%</u>
		Ending Date:	<u>                    </u>
Name	<u>Kevin D. Bradford</u>	Position/Title	<u>VP</u>
Address	<u>PO Box 1290</u> <u>Pineville, WV 24874</u>	Telephone #	<u>304-932-8334</u>
Begin Date:	<u>Aug. 9, 1991</u>	% of Ownership	<u>20%</u>
		Ending Date:	<u>                    </u>
Name	<u>Anthony M. Bradford</u>	Position/Title	<u>Sec.</u>
Address	<u>PO Box 749</u> <u>Pineville, WV 24874</u>	Telephone #	<u>304-294-7176</u>
Begin Date:	<u>Aug 9, 1991</u>	% of Ownership	<u>20%</u>
		Ending Date:	<u>                    </u>
Name	<u>                                    </u>	Position/Title	<u>                                    </u>
Address	<u>                                    </u>	Telephone #	<u>                                    </u>
Begin Date:	<u>                                    </u>	% of Ownership	<u>                                    </u>
		Ending Date:	<u>                                    </u>

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.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
 DEP15742

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

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
03/05/2012				

BID OPENING DATE: 03/15/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.1		
				ADDENDUM ISSUED TO DISTRIBUTE THE FOLLOWING INFORMATIO		
				1.Q&A'S FROM PRE-BID MEETING HELD:2/27/2012		
				2.PRE-BID SIGN IN SHEET FROM MEETING HELD: 2/27/2012		
				3.BID OPENING DATE REMAINS UNCHANGED AT: 3/15/2012		
				AT 1:30PM		
				NO OTHER CHANGES		
				END OF ADDENDUM NO.1		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				***** THIS IS THE END OF RFQ DEP15742 *****		TOTAL: \$1,268,711.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *W. M. B...*      TELEPHONE 304-732-8303      DATE 3/12/12

TITLE Sec.      FEIN 550709824      ADDRESS CHANGES TO BE NOTED ABOVE

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

**DEP15742**  
**Robinette Branch Refuse Pile**  
**Addendum #1**

- Item 1: The Contractor shall have 150 days from the date of the Notice to Proceed to complete construction activities on the project. The \$250 per day liquidated damage clause will be in effect after the 150 days. However, the total performance period will be 365 days from the date of the Notice to Proceed for invoicing purposes.
- Item 2: The northern project limits extend to the existing wingwall at the culvert crossing Buffalo Creek Road. The contractor is to remove all visible refuse including reddog, coal, and debris in the stream in the area before drainage channel A begins and incorporate the disposal into the proposed refuse regrade. This is indicated on Sheet R1.
- Item 3: Q - Is the permitted haul road available for trucking/hauling on this project?  
A - Yes.
- Item 4: Q - Is calcareous stone required, as stated in the specifications?  
A - No. Either calcareous or non-calcareous stone will be accepted, since no AMD was observed.
- Item 5: No work is proposed on the right side of the haul road when looking uphill. The haul road and the area to the right is permitted.
- Item 6: A guardrail and temporary diversion berm will be installed, as indicated on the plans and specifications, on the left side of the haul road when looking uphill.
- Item 7: Q - What is the distance to the soil borrow area?  
A - The soil borrow area is shown on Inset A on sheet R2. The distance from where you turn off the blacktop road and proceed up the bonded haul road to the soil borrow area is 3475 feet. It is 1595 feet from the upper end of the construction limits to the soil borrow area.  
Approx. GPS center point: Lat. = N 37° 46' 43.61" / Long. = W 81° 47' 03.38"
- Item 8: The soil borrow area is not a permitted area.
- Item 9: Q - Where does the refuse regrade work end?  
A - The refuse regrade ends at approx. Station 19+06 near the stream, but will avoid the permitted area shown on Sheet R2 on the haul road side. The refuse regrade begins approx. 30 feet before Station 00+00 on Sheet R1.
- Item 10: The existing gas well in the yard area is not within the construction limits and should be avoided. There is some regrading proposed near the gas well.
- Item 11: Some areas of this project require regrading that is steeper than 2H:1V slope. This is shown on the plans. Permanent erosion control matting is required in several areas of this project due to the steep slopes.

**DEP15742**  
**Robinette Branch Refuse Pile**  
**Addendum #1**

- Item 12: Q - Is super silt fence required along the creek?  
A - Yes. It is required where shown on the plans.
- Item 13: The stream restoration proposed requires gabion baskets. The stream will remain in the same relative horizontal location.
- Item 14: Q - Where does the refuse go?  
A - It can be placed in the existing low areas throughout the regrade project and at the head of the hollow. Most of it will be placed at the head of the hollow.
- Item 15: Q - Are the gabion baskets grouted?  
A - Some of them are. The sections of baskets that require grouting are identified on the Channel Chart and relevant notes on Sheet D2.
- Item 16: Super silt fence installation, as required for erosion and sediment control as shown on the plans (between the stream and refuse pile) needs to be installed before construction starts.
- Item 17: Q - Do the bushes and trees in the yard areas need to be removed/replaced?  
A - Bushes and trees should be avoided as much as possible. Bushes and trees that are removed need to be replaced to the satisfaction of the property owners and WVDEP.
- Item 18: Two stabilized construction entrances (SCE) are specified on this project. The locations are shown on the drawings. The haul road SCE is Type A, and the SCE on Amburgey Lane is Type B. The detail and stone requirements are shown on Sheet D1.
- Item 19: Q - Does the auto repair/wash ramp need to be replaced?  
A - Yes. Once the construction in that area is completed, the ramp needs to be replaced and left in a condition as good as or better than the original ramp.
- Item 20: Q - If super silt fence is installed twice, will the contractor be paid for additional footage?  
A - If super silt fence is required to be removed, and then re-installed to allow for construction activities, additional footage will be paid for, but only with the prior approval of the WVDEP. If a section of super silt fence is knocked down or inadvertently damaged, the repair will be considered normal maintenance of the fence and no additional footage payments will be made in that circumstance.

**DEP15742**  
**Robinette Branch Refuse Pile**  
**Addendum #1**

Item 21: The existing pet cemetery on Amburgey Lane is not to be disturbed. With the approval of the WVDEP engineer/inspector, the alignments of Channels A and C can be changed slightly in this area as necessary to avoid the pet cemetery.

Item 22: Stream Channel A begins at baseline station 00+00 on Sheet R1.

Item 23: Q - Where is the burning area for clearing and grubbing?

A - A proposed burning area can be located on Sheet R2, near the southern end of the project limits. The area to be used for burning will be required to have a 4' (four foot) soil cap over the existing refuse approved by WVDEP before burning. The contractor is also responsible for the required burning permit.

The approx. center location from the sheet gridlines is 285,310 North / 1,740,480 East.

Item 24: Q - Where is the timber stockpile area?

A - The timber may be stockpiled on wide benches or locations approved by the WVDEP, as per section 4.0 of the specifications.

Item 25: Q - The underdrain detail D/D2 on sheet D2 of the Robinette drawings shows a 6" SDR pipe with #4 stone, on page 43 the specifications state that the underdrain pipe shall be 12" SDR 35 with 3" to 6" aggregate. Will you find out which underdrain they want installed? (Question phoned in to Purchasing Division.)

A - Please follow the detail in the drawings (Sheet D2). Specifications 11.2.3 and 11.2.1 on page 43 should be changed to read 6" diameter SDR 35 and #4 stone (non-calcareous) to match the plans.



**SIGN IN SHEET**

**DEP15742**

REQUEST FOR QUOTATION NO. \_\_\_\_\_  
 Robinette Branch Refuse Pile

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Phillip Jordan Inc	265 Williams town Pike	PHONE 304-375-4040
Rep: Benny Deby	Williams town WV	TOLL FREE
Email Address: BDebye@pandd.com	26187	FAX 304. 375 - 4043
Company: GREEN MOUNTAIN COMPANY	511 50th ST,	PHONE 304-925-0253
Rep: David H. Bowman	Charleston WV	TOLL FREE
Email Address: DHB722@gbt.com	25304	FAX 304-925-9230
Company: Area Concation	200 R. R. Drive	PHONE 304-763-4573
Rep: Ashley Atkins	Summit WV 25732	TOLL FREE
Email Address: jatlkins@area-conc.com		FAX 304-763-4571
Company: <del>Area Concation</del> Pineville Paving & Excavating, Inc.	P.O. Box 1290	PHONE 304-732-8303
Rep: Tony Babcock	Pineville WV 24874	TOLL FREE
Email Address: Tony.p@pae.com		FAX 304-732-7855
Company: WISEMAN EXCAVATING	271 Box 190	PHONE 304-586-3736
Rep: JOE WISEMAN	Liberty, WV 25124	TOLL FREE
Email Address: jwise@wiseman.com		FAX 304-586-3789

**SIGN IN SHEET**

**DEP15742**

REQUEST FOR QUOTATION NO. \_\_\_\_\_  
 Robinette Branch Refuse Pile

PLEASE PRINT

**\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD**

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: <u>BARNES EXC. INC.</u>	<u>P.O. Box 13384</u>	<u>304-984-1725</u>		
Rep: <u>Robert L. Barnes</u>	<u>SiSSonville</u>			
Email Address: <u>BARNES EXC @ AOL.COM</u>	<u>WV 25360</u>			<u>304-984-0074</u>
Company: <u>EAGLE EXCAVATION INC.</u>	<u>P.O. Box 218</u>	<u>(304) 372-4378</u>		
Rep: <u>GEORGE FRESHOUR</u>	<u>KENNA WV</u>			
Email Address: <u><del>ADDE</del></u>	<u>25248</u>	<u>(304) 372-4378</u>		
Company: <u>cowgirl up Inc.</u>	<u>P.O. Box 243</u>	<u>304-739-4397</u>		
Rep: <u>Brian Moore</u>	<u>Simpson, WV 26435</u>			
Email Address: <u>DCE - cowgirlup@earthlink.net</u>				<u>-739-4401</u>
Company: <u>Thaxton Construction Co. Inc.</u>	<u>P.O. Box 13279</u>	<u>304-984-2299</u>		
Rep: <u>Dustin Thaxton</u>	<u>Charleston, WV 25360</u>			
Email Address: <u>Mother Hubbard @ aol.com</u>				<u>304-984-2334</u>
Company: <u>Breakaway Inc</u>	<u>475 Old Turnpike Rd</u>	<u>765-5917</u>		
Rep: <u>Doug Vincent</u>	<u>Suber WV 26601</u>			
Email Address: <u>doug@breakawayinc.com</u>				<u>765-5350</u>

**SIGN IN SHEET**

**DEP15742**

REQUEST FOR QUOTATION NO. \_\_\_\_\_  
 Robinette Branch Refuse Pile

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Sandra Delaney</u>	<u>17620 Old Bayshore</u>	PHONE <u>239-543-2300</u>
Rep: <u>John Delaney</u>	<u>N. Ft. Myers FL 33917</u>	TOLL FREE
Email Address: <u>HAZVACMAN@aol.com</u>		FAX <u>239-543-8088</u>
Company: <u>Cooper's Redaction</u>	<u>P.O. Box 13015</u>	PHONE <u>304-984-1115</u>
Rep: <u>Randy Cooper</u>	<u>Shawnee, WV 25760</u>	TOLL FREE
Email Address: <u>RC@pages107.net.com</u>		FAX <u>984-2776</u>
Company: <u>Eastern Hazard</u>	<u>P.O. Box 4108</u>	PHONE <u>354-414-0255</u>
Rep: <u>Ann VandenVriel</u>	<u>Camelot, VA 25360</u>	TOLL FREE
Email Address: <u>eastern@earthlink.net</u>		FAX <u>354-414-0256</u>
Company: <u>Mountain Haus Properties Inc</u>	<u>1805 Smith Rd</u>	PHONE <u>304-548-0408</u>
Rep: <u>Mike Jarrett</u>	<u>Chapel Hill, NC 27514</u>	TOLL FREE
Email Address: <u>mike.jarrett@mhpc.com</u>		FAX
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE _____
Email Address: _____	_____	FAX _____

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			

WV01054

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV010542

Classification:

GENERAL BUILDING  
GENERAL ENGINEERING  
PIPING  
RESIDENTIAL  
SPECIALTY

PINEVILLE PAVING & EXCAVATING INC  
DBA PINEVILLE PAVING & EXCAVATING INC  
PO BOX 1290  
PINEVILLE, WV 24874-1290

Date Issued

AUGUST 30, 2011

Expiration Date

AUGUST 30, 2012

*Anthony M. Bradford*  
Authorized Company/Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

**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  
DEP15742, Robinette Branch Refuse Pile

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  
14th day of March, 20 12.

Principal Corporate Seal

Pineville Paving & Excavating, Inc  
(Name of Principal)  
By Kevin D. Bradford  
Kevin Bradford (Must be President or  
Vice President)

Vice President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
Ross E. Johnson  
Ross E. Johnson 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

POWER NO. 4751892 01

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

Westfield Center, Ohio

CERTIFIED COPY

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. Kinnaird, 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. Kinnaird, 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 14th day of **March** A.D., 2012 .

  
**Frank A. Carrino, Secretary**

BID BOND PREPARATION INSTRUCTIONS

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

**Bid Bond**

- (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.

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)

(U)  
 Surety Corporate Seal

\_\_\_\_\_ (Q)  
 (Name of Principal)  
 By \_\_\_\_\_ (S)  
 (Must be President or  
 Vice President)  
 \_\_\_\_\_ (T)  
 Title  
 \_\_\_\_\_ (Y)  
 (Name of Surety)  
 \_\_\_\_\_ (W)  
 Attorney-in-Fact

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.



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**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 Oblige, 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 Oblige 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.**



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, Anthony M. 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: Anthony M. Bradford

Title: Sec.

Date: 3/12/12

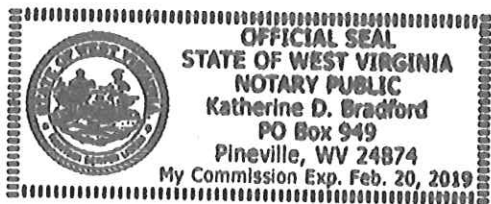
Taken, subscribed and sworn to before me this 12th day of March, 2012

By Commission expires Feb. 20, 2019

(Seal)

Katherine D. 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 exceed 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: [Signature] Date: 3-12-12

State of West Virginia

County of Wyoming, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>th</sup> day of March, 2012.

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

AFFIX SEAL HERE

NOTARY PUBLIC Katherine D. Bradford

