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

Solicitation

NUMBER	PAGE
DEP16479	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

VENDOR
*709052008 304 765 5288
MCCOURT & SON CONSTRUCTION INC
2790 CENTRALIA RD

SUTTON WV 26601

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

DATE PRINTED
04/02/2014

BID OPENING DATE: 04/29/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		$534,123.25

RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES

04/29/14 01:49:05PM
West Virginia Purchasing Division

REQUEST FOR QUOTATION

SPECIAL RECLAMATION/BOND FORFEITURE PROJECT

THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL EQUIPMENT, LABOR, MATERIALS AND OTHER NECESSARY SERVICES TO RECLAIM, IN AN EXPEDITIOUS MANNER, MINE SITES ABANDONED BY THE OPERATOR AT VARIOUS LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE OFFICE OF SPECIAL RECLAMATION PER A WORK DIRECTIVE OUTLINING THE WORK TO BE PERFORMED.

THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.

ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE WORK DIRECTIVE ISSUED FOR THE SPECIFIED SITE.

BID RECEIVED LATE
BUYER
WITNESS
DISQUALIFIED

SIGNATURE	TELEPHONE	DATE
Tommy McCourt	(304)765-5288	4/29/2014
TITLE: President	FEIN: 55-0624840	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☑ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 04/15/2014

Submit Questions to: Frank Whittaker
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: frank.m.whittaker@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 04/29/2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

   2.1 **"Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

   2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

   2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

   2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

   2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

   2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   2.8 **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: This Contract becomes effective on award

and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

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☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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☑ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☑ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☑ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☑ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☑ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☑ **Commercial General Liability Insurance:**
$2,000,000.00 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☑ $2,000,000.00 Aggregate

☑ $2,000,000.00 Automobile Liability

☐

☐

☐

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount $250.00 per day for each day of delay

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

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failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

27. **APPLICABLE LAW**: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

28. **COMPLIANCE**: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**

32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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38. **[RESERVED]**

39. **CONFIDENTIALITY**: The Vendor agrees that it 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/default.html.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

    If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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

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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 Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

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to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. **PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

    a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

    b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

    The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    b. The Director of the Purchasing Division 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.

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53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

   West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

   Contractor's Name: McCourt & Son Contruction, Inc.

   Contractor's License No. WV001913

   The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

   2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

   The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over $25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of $25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than $250,000.00 shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

   a. **Required Information.** The subcontractor list shall contain the following information:

      i. Bidder's name
      ii. Name of each subcontractor
      iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
      iv. Notation that no subcontractor will be used to perform more than $25,000.00 of work, when applicable

   b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

   c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

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i. The subcontractor listed in the original bid has filed for bankruptcy;
ii. The subcontractor in the original bid has been debarred or suspended; or
iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided,* That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection/Office of Special Reclamation to establish a contract for open end maintenance services for the northern region of West Virginia. Counties included in this defined region being: Barbour, Upshur, Randolph, Lewis, Taylor, Marion, Harrison, Monongalia, Grant, Tucker, Mineral and Preston.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 "Contract Services" means supplying all labor, materials and other necessary services for maintenance of projects in the northern region of the West Virginia Department of Environmental Protection/Office of Special Reclamation.

   2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is attached hereto as Bid Schedule.

   2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as DEP16479.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

   3.1. Vendor must have the ability to supply all specified equipment, labor, and materials upon request of the West Virginia Department of Environmental Protection/Office of Special Reclamation.

   3.2. Vendor must have the ability to supply all specified equipment, labor, and materials on multiple individual projects either concurrently or consecutively if requested by the West Virginia Department of Environmental Protection/Office of Special Reclamation.

   3.3. All specified equipment shall be supplied with a qualified, operator by the vendor as part of the hourly rate for each piece of specified equipment.

4. **MANDATORY REQUIREMENTS:**

   4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

      4.1.1 Crawler Dozer-Caterpillar D-8N or equivalent with qualified operator to be paid on an hourly basis.

         4.1.1.1 Crawler Dozer-Caterpillar D-8N or equivalent must have 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade.

4.1.2 Crawler Dozer-Caterpillar D-6H or equivalent with qualified operator to be paid on an hourly basis.

4.1.2.1 Crawler Dozer-Caterpillar D-6H or equivalent must have 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade.

4.1.3 Crawler Dozer-Caterpillar D-3G LGP or equivalent with qualified operator to be paid on an hourly basis.

4.1.3.1 Crawler Dozer-Caterpillar D-3G LGP or equivalent must have 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade.

4.1.4 Crawler Dozer-Caterpillar D-5G LGP or equivalent with qualified operator to be paid on an hourly basis.

4.1.4.1 Crawler Dozer-Caterpillar D-5G LGP or equivalent must have 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade.

4.1.5 Crawler Loader-Caterpillar 931C or equivalent with qualified operator to be paid on an hourly basis.

4.1.5.1 Crawler Loader-Caterpillar 931C or equivalent must have 67 horsepower with standard 1.05 yd bucket.

4.1.6 Backhoe Loader, Rubber-Tired with qualified operator to be paid on an hourly basis.

4.1.6.1 Backhoe Loader, Rubber-Tired must have 60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet.

4.1.7 Hydraulic Excavator-Backhoe-Caterpillar 314 or equivalent with qualified operator to be paid on an hourly basis.

4.1.7.1 Hydraulic Excavator-Backhoe-Caterpillar 314 or equivalent must have 90 minimum flywheel horsepower, equipped with standard bucket.

4.1.8 Hydraulic Excavator-Backhoe-Caterpillar 318 or equivalent with qualified operator to be paid on an hourly basis.

4.1.8.1 Hydraulic Excavator-Backhoe-Caterpillar 318 or equivalent must have 115 minimum flywheel horsepower, equipped with standard bucket.

4.1.9 Hydraulic Excavator-Backhoe-Caterpillar 325 or equivalent with qualified operator to be paid on an hourly basis.

4.1.9.1 Hydraulic Excavator-Backhoe-Caterpillar 325 or equivalent must have 173 minimum flywheel horsepower, equipped with standard bucket.

4.1.10 Hydraulic Excavator-Backhoe Long Reach, John Deere 790ELC or equivalent with qualified operator to be paid on an hourly basis.

4.1.10.1 Hydraulic Excavator-Backhoe Long Reach, John Deere 790 or equivalent must have 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.

4.1.11 Skid steer loader Bobcat T190 or equivalent with qualified operator to be paid on an hourly basis.

4.1.11.1 Skid steer loader Bobcat T190 or equivalent must have 66 minimum horsepower and hydraulic output of 16.96 gpm to 26.40 gpm equipped with 72 inch rotary cutter capable of cutting up to 3 inch diameter material.

4.1.11.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.12 Skid steer loader Bobcat T190 or equivalent with qualified operator to be paid on an hourly basis.

4.1.12.1 Skid steer loader Bobcat T190 or equivalent must have 66 minimum horsepower and hydraulic output of 16.96 gpm to 26.40 gpm equipped with 74 inch utility bucket.

4.1.12.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.13 Skid steer loader Bobcat T190 or equivalent with qualified operator to be paid on an hourly basis.

4.1.13.1 Skid steer loader Bobcat T190 or equivalent must have 66 minimum horsepower and hydraulic output of 16.96 gpm to 26.40 gpm equipped with Bobcat SB200 72 inch snow blower or equivalent.

4.1.13.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.14 Articulated Truck – Caterpillar D250E or equivalent with qualified operator to be paid on an hourly basis.

4.1.14.1 Articulated Truck – Caterpillar D250E or equivalent must have 260 minimum flywheel horsepower with minimum 25 ton capacity.

4.1.15 Truck, Tandem Axle with qualified operator to be paid on an hourly basis.

4.1.15.1 Truck, Tandem Axle must have rear dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower equipped with a scaled tailgate.

4.1.15.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.16 Tractor with low boy with qualified operator to be paid on an hourly basis.

4.1.16.1 Tractor with low boy must be 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 the project.

4.1.17 Single Smooth Drum Vibratory Roller with qualified operator to be paid on an hourly basis.

4.1.17.1 Single Smooth Drum Vibratory Roller shall be a Bomag BW145D-40 or equivalent with a minimum centrifugal force of 22,000 pounds.

4.1.18 Mini Hydraulic Excavator equipped with standard bucket with qualified operator to be paid on an hourly basis.

4.1.18.1 Mini Hydraulic Excavator equipped with standard bucket shall be a Cat 305 CR or equivalent with a minimum 39 flywheel horsepower.

4.1.18.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.19 Mini Hydraulic Excavator equipped with brush mower/mulcher with qualified operator to be paid on an hourly basis.

4.1.19.1 Mini Hydraulic Excavator equipped with brush mower/mulcher shall be a Cat 305 CR or equivalent with a minimum 39 flywheel horsepower and minimum auxiliary hydraulic flow of 15 gpm. It shall be equipped with a Rockhound 30EX brush mower or equivalent, featuring a flail style cutter drum.

4.1.19.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.20 Motor Grader with qualified operator to be paid on an hourly basis.

4.1.20.1 Motor Grader shall be a Cat 120M2 or equivalent with a minimum 145 flywheel horsepower and shall be equipped with tire chains when used for snow removal.

4.1.21 Pressure Washer with qualified operator to be paid on an hourly basis.

4.1.21.1 Pressure Washer shall be able to produce the a maximum flow rate of at least 2.5 gpm and produce maximum pressure of at least 3,300 psi.

4.1.21.2 Pressure Washer shall be provided with a minimum 300 gallon portable water tank, plumbed to provide water supply for the pressure washer when requested.

4.1.21.3 Pressure washer shall be provided with a jetter drain cleaning kit, including 150' of jetter hose on projects when requested.

4.1.21.4 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.22 Vibratory Rammer with qualified operator to be paid on an hourly basis.

4.1.22.1 Vibratory Rammer shall be a Wacker Neuson BS50-4S or equivalent.

4.1.22.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.23 *Seed mixture for revegetation

4.1.23.1 Seed mixture for revegetation must be applied after seed bed preparation and consist of the following:

Vegetative Species	Rate/Acre
Birdsfoot Trefoil[1]	@ 15 lbs/acre
Annual Ryegrass[2]	@ 15 lbs/acre
Orchard Grass	@ 15 lbs/acre
Red Clover	@ 10 lbs/acre
Foxtail Millet	@ 12 lbs/acre
or	
Winter Wheat	@ 20 lbs/acre

4.1.23.2 [1]Herbaceous legumes must be treated with the appropriate bacterium before seeding. On areas that are steeply sloping (steeper than 1.7:1), slide prone or drainage conveyance structures substitute Crown Vetch (Coronilla Varia) at 20 lbs/acre for Birdsfoot Trefoil

4.1.23.3 [2] Use Annual Ryegrass only in mixtures seeded after August 1 and before May 1.

4.1.23.4 Use only certified "blue tag" seed. Seed-rate suggested is for pure live seed (PLS) in lbs./acre.

4.1.23.5 Price per acre shall include delivery to the site and application.

4.1.24 Seed mixture for vegetative enhancement

4.1.24.1 Seed mixture for vegetative enhancement must be applied for vegetation enhancement and consist of the following:

Vegetative Species	Rate/Acre
Birdsfoot Trefoil[1]	@ 5 lbs/acre
Orchard Grass	@ 5 lbs/acre
Red Clover	@ 5 lbs/acre

4.1.24.2 [1]Herbaceous legumes must be treated with the appropriate bacterium before seeding. On areas that are steeply sloping (steeper than 1.7:1), slide prone or drainage conveyance structures substitute Crown Vetch (Coronilla Varia) at 20 lbs/acre for Birdsfoot Trefoil

4.1.24.3 Use only certified "blue tag" seed. Seed-rate suggested is for pure live seed (PLS) in lbs./acre.

4.1.24.4 Price per acre shall include delivery to the site and application.

4.1.25 Additional seed mixture for woodland post mining land use

4.1.25.1 Additional seed mixture for woodland post mining land use must be applied for woodland post-mining land use projects and consist of the following:

Vegetative Species	Rate/Acre
Black Locust	@ 3 lbs/acre

4.1.25.2 Use only certified "blue tag" seed. Seed-rate suggested is for pure live seed (PLS) in lbs/acre.

4.1.25.3 Price per acre shall include delivery to the site and application.

4.1.26 Agriculture Lime

4.1.26.1 Agriculture Lime must be 85% $CaCO_3$.

4.1.26.2 Price per ton shall include delivery to the site and application.

4.1.27 Fertilizer 10-20-10.

4.1.27.1 Price per ton shall include delivery to the site and application.

4.1.28 Fertilizer 18-46-0.

4.1.28.1 Price per ton shall include delivery to the site and application.

4.1.29 Mulch, Cellulose Fiber

4.1.29.1 Mulch, Cellulose Fiber shall be Terra-Mulch Cellulose Fiber or equivalent.

4.1.29.2 Price per ton shall include delivery to the site and application.

4.1.30 Mulch, Hay or Straw

4.1.30.1 Price per ton shall include delivery to the site and application.

4.1.31 Stone - 2" sandstone, delivered to site.

4.1.32 Stone - shot sandstone, delivered to site.

4.1.33 Stone - gabion sandstone 4" x 8", delivered to site.

4.1.34 Stone - shot limestone, delivered to site.

4.1.35 Stone - Type 3 – Rip-Rap limestone 36" x 6", delivered to site.

4.1.36 Stone - Type 2 – Rip-Rap limestone 30" x 6", delivered to site.

4.1.37 Stone - Type 1 – Rip-Rap limestone 12" x 3", delivered to site.

4.1.38 Stone - gabion limestone 4" x 8", delivered to site.

4.1.39 Stone - limestone 2", delivered to site.

4.1.40 Stone - No. 57 limestone, delivered to site.

4.1.41 Stone - crusher run, limestone, delivered to site.

4.1.42 Limestone Sand

4.1.42.1 Limestone sand must be 92% $CaCO_3$ with particle size of 5% maximum retained on a #10 mesh screen, 15% maximum retained on a #20 mesh screen, 30% maximum passing a #60 screen, delivered to site.

4.1.43 Limestone sand

4.1.43.1 Limestone must be 97% $CaCO_3$ 16 mesh (Glass Factory Limestone Sand) with particle size of 0% retained on a #12 mesh screen, 20% maximum retained on a #20 mesh screen, 20% maximum passing a #70 screen, delivered to site.

4.1.44 Pipe - 12" schedule 40 P.V.C.

4.1.44.1 Pipe - 12" schedule 40 P.V.C. or equivalent shall be provided with a bell end for assembly.

4.1.45 Pipe - 12" 45° schedule 40 P.V.C.

4.1.46 Pipe - 12" 90° schedule 40 P.V.C.

4.1.47 Pipe - 12" cap schedule 40 P.V.C.

4.1.48 Pipe - Tee, 12" schedule 40 P.V.C.

4.1.49 Pipe - 6" solid schedule 40 pipe P.V.C.

4.1.50 Pipe - 6" perforated schedule 40 pipe P.V.C.

4.1.51 Pipe - 6" "T" schedule 40 P.V.C.

4.1.52 Pipe - 6" screw on cap schedule 40 P.V.C.

4.1.53 Pipe - 6" solid end cap schedule 40 P.V.C.

4.1.54 Pipe - 6" 45° schedule 40 P.V.C.

4.1.55 Pipe - 6" connector schedule 40 P.V.C

4.1.56 Pipe - 6" 90° schedule 40 P.V.C.

4.1.57 Pipe - 6" 22½° schedule 40 P.V.C.

4.1.58 18" HDPE Pipe

4.1.58.1 18" HDPE shall be DR17 fusible HDPE pipe. Cost of pipe shall include the use of a fusing machine when required for assembly.

4.1.59 12" HDPE Pipe

4.1.59.1 12" HDPE shall be DR17 fusible HDPE pipe. Cost of pipe shall include the use of a fusing machine when required for assembly.

4.1.60 6" HDPE Pipe

4.1.60.1 6" HDPE shall be DR17 fusible HDPE pipe. Cost of pipe shall include the use of a fusing machine when required for assembly.

4.1.61 4" HDPE Pipe

4.1.61.1 4" HDPE shall be DR17 fusible HDPE pipe. Cost of pipe shall include the use of a fusing machine when required for assembly.

4.1.62 18" HDPE Pipe Fittings

4.1.62.1 18" HDPE pipe fittings shall be DR17 fusible HDPE pipe fittings of any of the following types: Tees, Wyes, 45°s, and 90°s. Cost of fittings shall include the use of a fusing machine when required for assembly.

4.1.63 12" HDPE Pipe Fittings

4.1.63.1 12" HDPE pipe fittings shall be DR17 fusible HDPE pipe fittings of any of the following types: Tees, Wyes, 45°s, and 90°s. Cost of fittings shall include the use of a fusing machine when required for assembly.

4.1.64 6" HDPE Pipe Fittings

4.1.64.1 6" HDPE pipe fittings shall be DR17 fusible HDPE pipe fittings of any of the following types: Tees, Wyes, 45°s, 90°s, HDPE to stainless steel male threaded transition, cam and groove hose fitting with lockable dust cap. Cost of fittings shall include the use of a fusing machine when required for assembly.

4.1.65 4" HDPE Pipe Fittings

4.1.65.1 4" HDPE pipe fittings shall be DR17 fusible HDPE pipe fittings of any of the following types: Tees, Wyes, 45°s, and 90°s. Cost of fittings shall include the use of a fusing machine when required for assembly.

4.1.66 10' Farm Gate

4.1.66.1 Farm Gate shall be 10' long, tube gate with 16 gauge tubing of 2 inch diameter. Price of gate shall include all hardware needed for installation, including two (2) 6" by 8' CCA pressure treated wood posts.

4.1.66.2 Gate price shall include delivery to site.

4.1.66.3 Installation shall be paid under equipment and labor hours.

4.1.67 18' Pipe Gate

4.1.67.1 18' Pipe Gate shall be fabricated in accordance to the attached drawing and shall be thoroughly cleaned, primed and painted green, utilizing Carboline brand Rustbond FC primer and two to three coats of Carboline brand Carbothane 133 HB paint, or approved equivalents.

4.1.67.2 Gate price shall include delivery to site.

4.1.67.3 Installation shall be paid under equipment and labor hours.

4.1.68 Bentonite Sealer

4.1.68.1 Bentonite Sealer shall be sodium bentonite with no additives.

4.1.69 12 " HI-Q Dual Walled Corrugated Culvert or equivalent

4.1.69.1 HI-Q Dual Walled Corrugated Culvert or equivalent must be 20' section.

4.1.69.2 Price per each shall include delivery to site.

4.1.70 18" HI-Q Dual Walled Corrugated Culvert or equivalent

4.1.70.1 HI-Q Dual Walled Corrugated Culvert or equivalent must be 20' section.

4.1.70.2 Price per each shall include delivery to site.

4.1.71 24" HI-Q Dual Walled Corrugated Culvert or equivalent

4.1.71.1 HI-Q Dual Walled Corrugated Culvert or equivalent must be 20' section.

4.1.71.2 Price per each shall include delivery to site.

4.1.72 Trailer Mounted 6" Water Pump

4.1.72.1 Water pump must be 6" diameter input and output gas and/or diesel powered with trailer mounting.

4.1.72.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.72.3 Pump must be capable of producing 75% of the manufacturer's rated output (gpm) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.72.4 Vendor shall also provide a minimum of 100 feet of suction line, a minimum of 150 feet of discharge line and a bolt on float for each suction line upon request. Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by agency.

4.1.73 Trailer Mounted 6" Trash Pump

4.1.73.1 Trash pump must be 6" diameter input and output gas and/or diesel powered with trailer mounting and be able to pump up to 3" solids.

4.1.73.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.73.3 Pump must be capable of producing 75% of the manufacturer's rated output (gpm) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.73.4 Vendor shall also provide a minimum of 100 feet of suction line, a minimum of 150 feet of discharge line and a bolt on float for each suction line upon request. Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by agency.

4.1.74 Trailer Mounted Trash/Sludge High Head/High Volume Pump type

4.1.74.1 Trailer mounted trash/sludge high head/high volume pump (Godwin HL5M Dri – Prime) or equivalent must be 6" diameter input and output gas and/or diesel powered with trailer mounting and be able to pump up to 3" solids

4.1.74.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.74.3 Pump must be capable of producing 75% of the manufacturer's rated output (gpm) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.74.4 Vendor shall also provide a minimum of 100 feet of suction line, a minimum of 150 feet of discharge line and a bolt on float for each suction line upon request. Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by agency.

4.1.75 4" Trash Water Pump

4.1.75.1 Trash water pump must be 4" diameter input and output gas and/or diesel powered.

4.1.75.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.75.3 Pump must be capable of producing 75% of the manufacturer's rated output (gpm) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.75.4 Vendor shall also provide a minimum of 100 feet of suction line, a minimum of 150 feet of discharge line and a bolt on float for each suction line upon request. Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by agency.

4.1.76 3" Trash Water Pump

4.1.76.1 Trash water pump must be 3" diameter input and output gas and/or diesel powered.

4.1.76.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.76.3 Pump must be capable of producing 75% of the manufacturer's rated output (gpm) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.76.4 Vendor shall also provide a minimum of 100 feet of suction line, a minimum of 150 feet of discharge line and a bolt on float for each suction line upon request. Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by agency.

4.1.77 2" Trash Water Pump

4.1.77.1 Trash water pump must be 2" diameter input and output gas and/or diesel powered.

4.1.77.2 Mobilization and Demobilization shall be incidental to the hourly rate.

4.1.77.3 Pump must be capable of producing 75% of the manufacturer's rated output (gpm) and be operated at the pump motors rated maximum continuous performance for the duration of pumping.

4.1.77.4 Vendor shall also provide a minimum of 100 feet of suction line, a minimum of 150 feet of discharge line and a bolt on float for each suction line upon request. Vendor shall provide all fittings and connections necessary for use of pumps in manner requested by agency.

4.1.78 Engineering Fabric for Drainage

4.1.78.1 Engineering fabric for drainage must be for subsurface drainage – in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, standard specification roads and bridges (non-woven).

4.1.79 Engineering Fabric for Stabilization

4.1.79.1 Engineering fabric for stabilization must be for separation and stabilization – in accordance with Section 715.11.8 and 715.11.9 "Engineering Fabric" of the West Virginia Division of Highways, standard specification roads and bridges (woven).

4.1.80 Textured HPDE Geomembrane

4.1.80.1 Textured HPDE geomembrane must be Poly-Flex 60 mil. or equivalent. Roll width may be site dependent.

4.1.81 Utility Relocation

4.1.81.1 Utility relocation is a no bid item and shall be reimbursed at actual cost.

4.1.82 Laborer

4.1.82.1 Laborer must include basic hand tools i.e. shovel, chainsaw, drill, Stihl professional weed trimmer or equivalent, with minimum 1.4 bhp, etc.

4.1.82.2 Mobilization and demobilization shall be incidental to the hourly rate.

4.1.83 Pickup truck with snow blade

4.1.83.1 Pickup truck with snow blade must be minimum 1 ton 4 wheel drive with 8 foot wide snow blade.

4.1.83.2 Mobilization and demobilization shall be incidental to the hourly rate.

4.1.84 Silt fence

4.1.84.1 Silt fence must be provided and installed to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH standard specification.

4.1.85 Grout

4.1.85.1 Grout must be provided to consist of one part Portland cement and three parts sand mixed with water to produce workable

consistency. Cement to meet requirement of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of the WVDOH standard specifications.

4.1.86 Concrete

4.1.86.1 Concrete must meet applicable provisions of Section 601 of the WVDOH standard specifications.

4.1.87 Landfill disposal fee

4.1.87.1 Landfill disposal fee must be only for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.

4.1.88 Haybales

Haybales must be provided on-site, installed and staked per standard OSR technical specifications.

4.1.89 3' Floating baffle curtains

4.1.89.1 3' Floating baffle curtains must be three (3) foot in depth, 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat seals.

4.1.89.2 Two (2) foot long styrofoam block for floats in top spaced with grommets in between each block, block size based on depth. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water.

4.1.89.3 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage.

4.1.89.4 Price shall include delivery to site and all labor and materials for installation in pond, as required.

4.1.90 5' Floating baffle curtains

4.1.90.1 5' Floating baffle curtains must be five (5) foot in depth, 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat seals.

4.1.90.2 Two (2) foot long styrofoam block for floats in top spaced with grommets in between each block, block size based on depth. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water.

4.1.90.3 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage.

4.1.90.4 Price shall include delivery to site and all labor and materials for installation in pond, as required.

4.1.91 All specified equipment listed in Bid Schedule must be supplied in good operable condition at all times.

4.1.92 Material Bid Items shall be priced as delivered to the site, with installation paid under labor and machine hours, unless specifically noted to the contrary.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the responsible Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly rate or unit price for each bid item and multiplying it by the estimated quantity to provide a total for each bid item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. PERFORMANCE: This Contract is designated as an open-end contract. Vendor shall perform in accordance with the release orders that may be issued against this Contract. Work will be ordered by the Director or his representative, for the WVDEP Office of Special Reclamation, by issuance of a work directive, which shall include the name of the project site, permit number, and the cost estimate (quantity of work to be done). Work Directives are estimates for quantities only. Work performed shall not exceed the total cost of the work directive estimate. The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director or his authorized representative 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. Work Directive shall contain a timeline for performance of contract services and contract services deliverables, commencing with issuance of the Notice To Proceed. No work shall be performed until a notice to proceed has been issued by the WVDEP. **No individual work directive shall exceed $25,000.00.**

7. PAYMENT: Agency shall pay hourly rate or per unit for materials provided, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. 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. Acceptance criteria will be based on all work being completed as requested in the work directive.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

   9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

   9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

   9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

   9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

   9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

   9.6. Agency shall be responsible for obtaining all rights-of-entry for each project, if required.

10. VENDOR DEFAULT:

   10.1. The following shall be considered a vendor default under this Contract.

      10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

      10.1.2. Failure to comply with other specifications and requirements contained herein.

      10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gary Long
Telephone Number: (304)644-5293
Fax Number: (304)765-5293
Email Address: glong@wirefire.com

REQUEST FOR QUOTATION
DEP16479 - NORTHERN OPEN-END MAINTENANCE

BID SCHEDULE

*These are estimated annual quantities for bidding purposes only.

Item No.	Quantity	Description	Unit Price	Amount
1.0	50 HRS	**Crawler Dozer-Caterpillar D-8N or equivalent**	$ 150.00 per Hour	$ 7,500.00
2.0	150 HRS	**Crawler Dozer-Caterpillar D-6H or equivalent**	$ 140.00 per Hour	$ 21,000.00
3.0	50 HRS	**Crawler Dozer-Caterpillar D-3G LGP or equivalent**	$ 125.00 per Hour	$ 6,250.00
4.0	150 HRS	**Crawler Dozer-Caterpillar D-5G LGP or equivalent**	$ 130.00 per Hour	$ 19,500.00
5.0	20 HRS	**Crawler Loader-Caterpillar 931C or equivalent**	$ 115.00 per Hour	$ 2,300.00
6.0	20 HRS	**Backhoe Loader, Rubber-Tired**	$ 125.00 per Hour	$ 2,500.00
7.0	100 HRS	**Hydraulic Excavator-Backhoe-Caterpillar 314 or equivalent**	$ 145.00 per Hour	$ 14,500.00
8.0	150 HRS	**Hydraulic Excavator-Backhoe-Caterpillar 318 or equivalent**	$ 150.00 per Hour	$ 22,500.00
9.0	70 HRS	**Hydraulic Excavator-Backhoe-Caterpillar 325 or equivalent**	$ 155.00 per Hour	$ 10,850.00
10.0	90 HRS	**Hydraulic Excavator-Backhoe Long Reach, John Deere 790 with bucket or equivalent**	$ 185.00 per Hour	$ 16,650.00
11.0	40 HRS	**Skid steer loader Bobcat T190 or equivalent with 72 inch rotary cutter**	$ 120.00 per Hour	$ 4,800.00
12.0	15 HRS	**Skid steer loader Bobcat T190 or equivalent with 74 inch utility bucket**	$ 115.00 per Hour	$ 1,725.00
13.0	30 HRS	**Skid steer loader Bobcat T190 or equivalent with 72 inch snow blower**	$ 120.00 per Hour	$ 3,600.00
14.0	120 HRS	**Articulated Truck – Caterpillar D250E or equivalent**	$ 150.00 per Hour	$ 18,000.00

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Item No.	Quantity	Description	Unit Price	Amount
15.0	120 HRS	**Truck - Tandem Axle** - Rear dump, 8 to 10 cubic yard capacity	$ 115.00 per Hour	$ 13,800.00
16.0	250 HRS	**Tractor with low boy** - Licensed for 110,000 pounds. This item is intended for mobilization and demobilization of other equipment.	$ 125.00 per Hour	$ 31,250.00
17.0	30 HRS	**Single Smooth Drum Vibratory Roller Bomag BW145D-40 or equivalent**	$ 115.00 per Hour	$ 3,450.00
18.0	30 HRS	**Mini Hydraulic Excavator Cat 305 CR or equivalent equipped with standard bucket**	$ 120.00 per Hour	$ 3,600.00
19.0	40 HRS	**Mini Hydraulic Excavator Cat 305 CR or equivalent equipped with brush mower/mulcher**	$ 125.00 per Hour	$ 5,000.00
20.0	40 HRS	**Motor Grader Cat 120M2 or equivalent**	$ 145.00 per Hour	$ 5,800.00
21.0	20 HRS	**Pressure Washer**	$ 70.00 per Hour	$ 1,400.00
22.0	50 HRS	**Vibratory Rammer**	$ 68.00 per Hour	$ 3,400.00
23.0	25 AC	**Seed mixture for revegetation: Seed mixture for revegetation must be applied after seed bed preparation**	$ 500.00 per Acre	$12,500.00
24.0	10 AC	**Seed mixture for vegetation enhancement**	$ 60.00 per Acre	$ 600.00
25.0	10 AC	**Additional seed mixture for woodland post mining use**	$ 5.00 per Acre	$ 50.00
26.0	80 TON	**Agriculture Lime** - 85% CaO_3	$ 90.00 per Ton	$ 7,200.00
27.0	10 TON	**Fertilizer** - 10-20-10	$ 660.00 per Ton	$ 6,600.00
28.0	5 TON	**Fertilizer** - 18-46-0	$ 600.00 per Ton	$ 3,000.00

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Item No.	Quantity	Description	Unit Price	Amount
29.0	5 TON	**Mulch, Cellulose Fiber** - Terra-Mulch Cellulose Fiber or equivalent.	$ 320.00 per Ton	$ 1,600.00
30.0	8 TON	**Mulch, Hay or Straw**	$ 70.00 per Ton	$ 560.00
31.0	100 TON	**Stone - 2" sandstone, delivered to site.**	$ 30.00 per Ton	$ 3,000.00
32.0	75 TON	**Stone – shot sandstone, delivered to site.**	$ 38.00 per Ton	$ 2,850.00
33.0	75 TON	**Stone - gabion sandstone 4" x 8", delivered to site.**	$ 35.00 per Ton	$ 2,625.00
34.0	75 TON	**Stone - shot limestone, delivered to site.**	$ 38.00 per Ton	$ 2,850.00
35.0	50 TON	**Stone - Type 3 – Rip-Rap limestone 36" x 6", delivered to site.**	$ 36.00 per Ton	$ 1,800.00
36.0	50 TON	**Stone - Type 2 – Rip-Rap limestone 30" x 6", delivered to site.**	$ 36.00 per Ton	$ 1,800.00
37.0	50 TON	**Stone - Type 1 – Rip-Rap limestone 12" x 3", delivered to site.**	$ 35.00 per Ton	$ 1,750.00
38.0	250 TON	**Stone - gabion limestone 4" x 8", delivered to site.**	$ 34.00 per Ton	$ 8,500.00
39.0	300 TON	**Stone - limestone 2", delivered to site.**	$ 32.00 per Ton	$ 9,600.00
40.0	100 TON	**Stone - No. 57 limestone, delivered to site.**	$ 30.00 per Ton	$ 3,000.00
41.0	450 TON	**Stone - crusher run, limestone, delivered to site.**	$ 30.00 per Ton	$ 13,500.00
42.0	50 TON	**Limestone Sand 92% $CaCO_3$** delivered to site.	$ 40.00 per Ton	$ 2,000.00
43.0	50 TON	**Limestone Sand 97% $CaCO_3$ 16 mesh (Glass Factory Limestone Sand)** delivered to site.	$ 45.00 per Ton	$ 2,250.00

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Item No.	Quantity	Description	Unit Price	Amount
44.0	100 LF	**Pipe - 12" schedule 40 P.V.C.**	$ 63.00 per Linear Foot	$ 6,300.00
45.0	5 EA	**Pipe - 12" 45° schedule 40 P.V.C.**	$ 180.00 per Each	$ 900.00
46.0	5 EA	**Pipe - 12" 90° schedule 40 P.V.C.**	$ 280.00 per Each	$ 1,400.00
47.0	5 EA	**Pipe - 12" cap schedule 40 P.V.C.**	$ 50.00 per Each	$ 250.00
48.0	5 EA	**Pipe - Tee, 12" schedule 40 P.V.C.**	$ 340.00 per Each	$ 1,700.00
49.0	100 LF	**Pipe - 6" solid schedule 40 pipe P.V.C.**	$ 22.50 per Linear Foot	$ 2,250.00
50.0	100 LF	**Pipe - 6" perforated schedule 40 pipe P.V.C**	$ 25.00 per Linear Foot	$ 2,500.00
51.0	5 EA	**Pipe - 6" "T" schedule 40 P.V.C.**	$ 26.00 per Each	$ 130.00
52.0	5 EA	**Pipe - 6" screw on cap schedule 40 P.V.C.**	$ 9.00 per Each	$ 45.00
53.0	5 EA	**Pipe - 6" solid end cap schedule 40 P.V.C.**	$ 10.50 per Each	$ 52.50
54.0	5 EA	**Pipe - 6" 45° schedule 40 P.V.C.**	$ 18.50 per Each	$ 92.50
55.0	5 EA	**Pipe - 6" connector schedule 40 P.V.C.**	$ 8.75 per Each	$ 43.75
56.0	5 EA	**Pipe - 6" 90° schedule 40 P.V.C.**	$ 17.90 per Each	$ 89.50
57.0	5 EA	**Pipe - 6" 22½° schedule 40 P.V.C.**	$ 32.00 per Each	$ 160.00
58.0	100 LF	**18" HDPE DR17 fusible pipe** - Cost of pipe shall include the use of a fusing machine when required for assembly.	$ 40.00 per Linear Foot	$ 4,000.00

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Item No.	Quantity	Description	Unit Price	Amount
59.0	100 LF	**12" HDPE DR17 fusible pipe** - Cost of pipe shall include the use of a fusing machine when required for assembly.	$ 15.00 per Linear Foot	$ 1,500.00
60.0	100 LF	**6" HDPE DR17 fusible pipe** - Cost of pipe shall include the use of a fusing machine when required for assembly.	$ 5.30 per Linear Foot	$ 530.00
61.0	100 LF	**4" HDPE DR17 fusible pipe** - Cost of pipe shall include the use of a fusing machine when required for assembly.	$ 2.20 per Linear Foot	$ 220.00
62.0	10 EA	**18" HDPE DR17 fusible pipe fittings** - Cost of fittings shall include the use of a fusing machine when required for assembly.	$ 850.00 per Each	$ 8,500.00
63.0	10 EA	**12" HDPE DR17 fusible pipe fittings** - Cost of fittings shall include the use of a fusing machine when required for assembly.	$ 450.00 per Each	$ 4,500.00
64.0	10 EA	**6" HDPE DR17 fusible pipe fittings** - Cost of fittings shall include the use of a fusing machine when required for assembly.	$ 175.00 per Each	$ 1,750.00
65.0	10 EA	**4" HDPE DR17 fusible pipe fittings** - Cost of fittings shall include the use of a fusing machine when required for assembly.	$ 115.00 per Each	$ 1,150.00
66.0	5 EA	**Farm Gate** - 10' long, tube gate with 16 gauge tubing of 2 inch diameter. Price of gate shall include all hardware needed for installation. Gate price shall include delivery to site. Installation shall be paid under equipment and labor hours.	$ 550.00 per Each	$ 2,750.00
67.0	5 EA	**18' Pipe Gate** - Gate price shall include delivery to site. Installation shall be paid under equipment and labor hours.	$ 3,000.00 per Each	$ 15,000.00
68.0	100 LB	**Bentonite Sealer** - sodium bentonite with no additives.	$ 1.75 per Pound	$ 175.00
69.0	10 EA	**12" HI-Q Dual Walled Corrugated Culvert or equivalent** - 20' section	$ 130.00 per Each	$ 1,300.00

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Item No.	Quantity	Description	Unit Price	Amount
70.0	10 EA	**18" HI-Q Dual Walled Corrugated Culvert or equivalent** - 20' section	$ 220.00 per Each	$ 2,200.00
71.0	10 EA	**24" HI-Q Dual Walled Corrugated Culvert or equivalent** - 20' section	$ 350.00 per Each	$ 3,500.00
72.0	20 HRS	**Water Pump 6" diameter input and output** - gas and/or diesel powered with trailer mounting	$ 50.00 per Hour	$ 1,000.00
73.0	225 HRS	**Trash Pump 6" diameter input and output** - gas and/or diesel powered with trailer mounting	$ 120.00 per Hour	$ 27,000.00
74.0	350 HRS	**Trailer Mounted Trash/Sludge High Head/High Volume Pump Godwin HL5M Dri – Prime or equivalent 6" diameter input and output** - gas and/or diesel powered with trailer mounting	$ 160.00 per Hour	$ 56,000.00
75.0	50 HRS	**Trash Water Pump 4" diameter input and output** - gas and/or diesel powered	$ 15.00 per Hour	$ 750.00
76.0	120 HRS	**Trash Water Pump 3" diameter input and output** - gas and/or diesel powered	$ 15.00 per Hour	$ 1,800.00
77.0	20 HRS	**Trash Water Pump 2" diameter input and output** - gas and/or diesel powered	$ 10.00 per Hour	$ 200.00
78.0	500 SQ. YD.	**Engineering Fabric for Drainage**	$ 1.50 per Sq. Yard	$ 750.00
79.0	500 SQ. YD.	**Engineering Fabric for Stabilization**	$ 1.50 per Sq. Yard	$ 750.00
80.0	50 SQ. YD.	**Textured HPDE Geomembrane Poly-Flex 60 mil. or equivalent** - Roll width may be site dependent.	$ 11.00 per Sq. Yard	$ 550.00
81.0	NO BID ITEM	**Utility Relocation** - no bid item and shall be reimbursed at actual cost.	NO BID ITEM	
82.0	750 HRS	**Laborer** - including basic hand tools i.e. shovel, chainsaw, drill, Stihl professional weed trimmer or equivalent, with minimum 1.4 bhp, etc.	$ 63.00 per Hour	$ 47,250.00

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DEP16479 - NORTHERN OPEN-END MAINTENANCE

Item No.	Quantity	Description	Unit Price	Amount
83.0	50 HRS	**Pickup truck with snow blade** - minimum 1 ton, 4 wheel drive with 8 foot wide snow blade	$ 110.00 per Hour	$ 5,500.00
84.0	1,000 LF	**Silt fence**	$ .40 per Linear Foot	$ 400.00
85.0	50 CY	**Grout**	$ 140.00 per Cubic Yard	$ 7,000.00
86.0	45 CY	**Concrete**	$ 125.00 per Cubic Yard	$ 5,625.00
87.0	3 TON	**Landfill disposal fee** - only for trash and debris disposal.	$ 50.00 per Ton	$ 150.00
88.0	1,000 LF	**Haybales** - provided on-site, installed and staked per standard OSR technical specifications	$ 1.00 per Linear Foot	$ 1,000.00
89.0	200 LF	**3' Floating baffle curtains** Price shall include all labor and materials for installation in pond, as required.	$ 21.00 per Linear Foot	$ 4,200.00
90.0	200 LF	**5' Floating baffle curtains** Price shall include all labor and materials for installation in pond, as required.	$ 21.00 per Linear Foot	$ 4,200.00
		GRAND TOTAL		$ 534,123.25

Signature and Date Tommy McCourt

Agency Purchasing Division
REQ.P.O# DEP 16479

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McCourt & Son Construction, Inc.
of 2790 Centralia Road, Sutton, WV 26601, as Principal, and Granite RE, Inc.
of 14001 Quailbrook Drive, Oklahoma City, OK 73134, a corporation organized and existing under the laws of the State of
, with its principal office in the City of Oklahoma City, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of ($5,000.00) 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 DEP 16479, Mine Reclamation

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 29th day of April, 20 14.

Principal Seal

McCourt & Son Construction, Inc.
(Name of Principal)
By
(Must be President, Vice President, or Duly Authorized Agent)
President
(Title)

Surety Seal

Granite RE, Inc.
(Name of Surety)
Karen Baker
Attorney-In-Fact - Karen Baker

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES C. MARTIN; JAMES F. OAKES; KAREN BAKER; LAVONNE SHERROD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

CHARLES C. MARTIN; JAMES F. OAKES; KAREN BAKER; LAVONNE SHERROD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of April, 2014.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

AVS OFT Report - 7/26/2012 4:05:56 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (139788) Mccourt & Son Construction Inc

Parent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(139788) Mccourt & Son Construction Inc	President	(139789) Tommy H Mccourt		2/14/1982	
(139788) Mccourt & Son Construction Inc	Shareholder	(139789) Tommy H Mccourt	50%	2/14/1982	
(139788) Mccourt & Son Construction Inc	Secretary	(139790) Lydia Mccourt		2/14/1996	
(139788) Mccourt & Son Construction Inc	Shareholder	(139790) Lydia Mccourt	50%	2/14/1996	
(139788) Mccourt & Son Construction Inc	Treasurer	(139790) Lydia Mccourt		2/14/1996	
(139788) Mccourt & Son Construction Inc	Vice President	(139791) James C Mccourt		2/14/1996	

WV-72
Created 07/01/13

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with ***West Virginia Code*** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than $25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of $25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of ***West Virginia Code*** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: McCourt & Son Construction, Inc Vendor Telephone: (304)765-5288

Vendor Address: 2790 Centralia Road Vendor Fax: (304)765-5293
Sutton, WV 26601

WV-73
Rev. 08/2013

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

STATE OF WEST VIRGINIA,

COUNTY OF Braxton **, TO-WIT:**

I, Tommy H. McCourt, after being first duly sworn, depose and state as follows:

1. I am an employee of McCourt & Son Construction, Inc (Company Name), and,

2. I do hereby attest that McCourt & Son Construction, Inc. (Company Name)

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

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

By: Tommy McCourt

Title: President

Company Name: McCourt & Son Construction, Inc.

Date: 4/29/2014

Taken, subscribed and sworn to before me this 29 day of April, 2014.

By Commission expires Nov. 1, 2021

(Seal)

Official Seal
Notary Public, State Of West Virginia
Julie A Long
585 Little Birch Road
Sutton WV 26601
My commission expires November 1, 2021

Julie A. Long
(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.

Rev. August 2013

RFQ No. DEP16479

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: McCourt & Son Construction, Inc.

Authorized Signature: _____ Date: 4/29/2014

State of West Virginia

County of Braxton, to-wit:

Taken, subscribed, and sworn to before me this 29 day of April, 2014.

My Commission expires November 1, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Julie A. Long

Official Seal
Notary Public, State Of West Virginia
Julie A Long
585 Little Birch Road
Sutton WV 26601
My commission expires November 1, 2021

Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

McCourt & Son Construction, Inc.
(Company)

(Authorized Signature)

Tommy H. McCourt, President
(Representative Name, Title)

(304)765-5288 (304)765-5293
(Phone Number) (Fax Number)

4/29/2014
(Date)

Revised 08/21/2013

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

Solicitation

NUMBER	PAGE
DEP16479	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR
*709052008 304-765-5288
MCCOURT & SON CONSTRUCTION INC
2790 CENTRALIA ROAD
SUTTON WV 26601

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

DATE PRINTED
04/21/2014
BID OPENING DATE: 04/29/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 1		
0001	1	JB	962-73	RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
				****** THIS IS THE END OF RFQ DEP16479 ****** TOTAL:		$534,123.25

SIGNATURE [signature] TELEPHONE (304)765-5288 DATE 4/29/2014
TITLE President FEIN 55-0624840 ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DEP16479
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as DEP16402 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[X] Correction of error

[ ] Other

Description of Modification to Solicitation:

1. To correct the bid bond amount required from "five percent (5%) of the total amount of the bid" to $5,000.00.

2. The bid opening remains 04/29/2014 at 1:30 p.m.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP16479

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[x]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

McCourt & Son Construction, Inc.
Company

Authorized Signature

4/29/2014
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

MCCOURT & SON CONSTRUCTION, INC.
2790 CENTRALIA ROAD
SUTTON, WV 26601
VOICE: 304-765-5288
FAX: 304-765-5293

04/29/14 01:48:57PM
West Virginia Purchasing Division

FAX TRANSMISSION

To: State of WV Purchasing Division

Attention: Frank Whittaker

Fax Number: (304) 558-3970 Date: 4/29/14

From: Julie

Total Pages Faxed: 55

REMARKS:

Sealed Bid Enclosed

RFQ Number: DEP16479
Buyer: FW-23
Bid Opening Date: 4/29/14
Bid Opening Time: 1:30pm

Mail To:

WV PURCHASING DIVISION
2019 WASHINGTON ST E
PO BOX 50130
CHARLESTON WV 25305-0130