



03/31/15 12:22:27
WV Purchasing Division

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

STATE OF WEST VIRGINIA,

COUNTY OF Taylor, TO-WIT:

I, Randall Kelley, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Victory Construction; and,
(Company Name)
- 2. I do hereby attest that Victory Construction
(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: Randall Kelley

Title: OWNER

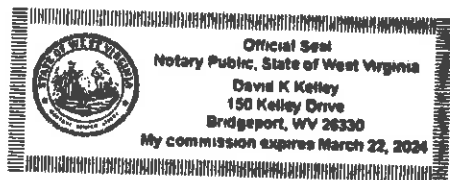
Company Name: Victory Construction

Date: 3-30-15

Taken, subscribed and sworn to before me this 30th day of March, 2015.

By Commission expires March 22, 2024

(Seal)



David K. Kelley
(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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP1500000044

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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.

Victory Construction
Company

Randall Kelley
Authorized Signature

3-30-15
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Northern Landfill Maintenance

BID SHEET

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|---|-------------------------------------|-----------------------------|
| | | All unit prices include all transportation costs to mobilize and demobilize equipment, and or supplies to the project site. There will NOT be any additional payment for mileage or transportation. All operator costs will be included in the equipment hourly unit rates. | | |
| | | Leachate System Cleaning shall consist of providing all equipment ,transportation, labor, materials, supplies, permits and disposals for the cleaning of all leachate collection lines, manholes, transmission lines, force main lines, cleanouts and any leachate collection system associated structures , including providing the necessary water for the cleaning of the lines; collecting the debris and rinsate from the cleaning of the lines; and the collecting, transporting, and disposal of the debris and rinsate resulting from the cleaning of the designated lines. Contractor must abide and adhere to all OSHA safety and permitting requirements for confined space entry and associated regulations. Payment will be for completing all tasks at each individual landfill. | | |
| 1 | 1 EA | Leachate System Cleaning Berkeley County Landfill | <u>\$7,500⁰⁰</u> EACH | <u>\$7,500⁰⁰</u> |
| 2 | 1 EA | Leachate System Cleaning City of Buckhannon Landfill | <u>\$7,200⁰⁰</u> EACH | <u>\$7,200⁰⁰</u> |
| 3 | 1 EA | Leachate System Cleaning Capon Springs Landfill | <u>\$2,500⁰⁰</u> EACH | <u>\$2,500⁰⁰</u> |
| 4 | 1 EA | Leachate System Cleaning City of Clarksburg Landfill | <u>\$6,500⁰⁰</u> EACH | <u>\$6,500⁰⁰</u> |
| 5 | 1 EA | Leachate System Cleaning Elkins – Randolph County Landfill | <u>\$5,000⁰⁰</u> EACH | <u>\$5,000⁰⁰</u> |
| 6 | 1 EA | Leachate System Cleaning Hampshire County Landfill | <u>\$6,000</u> EACH | <u>\$6,000⁰⁰</u> |

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|----|------|--|---------------------------------------|-------------------------------|
| 7 | 1 EA | Leachate System Cleaning Jefferson County Landfill | \$ <u>2,700</u> ⁰⁰ EACH | \$ <u>2,700</u> ⁰⁰ |
| 8 | 1 EA | Leachate System Cleaning City of Kingwood Landfill | \$ <u>100</u> ⁰⁰ EACH | \$ <u>100</u> ⁰⁰ |
| 9 | 1 EA | Leachate System Cleaning Marion County Landfill | \$ <u>8,000</u> ⁰⁰ EACH | \$ <u>8,000</u> ⁰⁰ |
| 10 | 1 EA | Leachate System Cleaning Monongalia County Landfill | \$ <u>5,600</u> ⁰⁰ EACH | \$ <u>5,600</u> ⁰⁰ |
| 11 | 1 EA | Leachate System Cleaning Morgan County Landfill | \$ <u>3,500</u> ⁰⁰ EACH | \$ <u>3,500</u> ⁰⁰ |
| 12 | 1 EA | Leachate System Cleaning City of Morgantown Landfill | \$ <u>6,500</u> ⁰⁰ EACH | \$ <u>6,500</u> ⁰⁰ |
| 13 | 1 EA | Leachate System Cleaning City of Moundsville Landfill | \$ <u>5,000</u> ⁰⁰ EACH | \$ <u>5,000</u> ⁰⁰ |
| 14 | 1 EA | Leachate System Cleaning Petersburg Landfill | \$ <u>6,200</u> ⁰⁰ EACH | \$ <u>6,200</u> ⁰⁰ |
| 15 | 1 EA | Leachate System Cleaning Preston County / Rehe Landfill | \$ <u>5,700</u> ⁰⁰ EACH | \$ <u>5,700</u> ⁰⁰ |
| 16 | 1 EA | Leachate System Cleaning City of Wheeling Landfill | \$ <u>6,200</u> ⁰⁰ EACH | \$ <u>6,200</u> ⁰⁰ |
| | | Leachate Storage Tank Cleaning shall consist of providing all equipment ,transportation, labor, materials, supplies, permits and disposals for the cleaning of all leachate collection tanks, including primary and secondary tanks and ponds, connection lines, discharge lines, truck load out connections and any associated structures; including providing the necessary water for the cleaning of the tanks; collecting the debris and rinsate from the cleaning of the lines; and the collecting, transporting, and disposal of the debris and rinsate resulting from the cleaning of the designated tanks. Contractor must abide and adhere to all OSHA safety and permitting requirements for confined space entry and associated regulations. Payment will be for completing all tasks at each individual landfill. | | |
| 17 | 1 EA | Leachate Storage Tank Cleaning Berkeley County Landfill | \$ <u>6,500</u> ⁰⁰ EACH | \$ <u>6,500</u> ⁰⁰ |
| 18 | 1 EA | Leachate Storage Tank Cleaning Capon Springs Landfill | \$ <u>100.00</u> EACH | \$ <u>100.00</u> |

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| 19 | 1 EA | Leachate Storage Tank Cleaning City of Clarksburg Landfill | \$ <u>3,500⁰⁰</u> EACH | \$ <u>3,500⁰⁰</u> |
| 20 | 1 EA | Leachate Storage Pond Cleaning Elkins – Randolph Co. Landfill | \$ <u>2,000⁰⁰</u> EACH | \$ <u>2,000⁰⁰</u> |
| 21 | 1 EA | Leachate Storage Tank Cleaning Hampshire County Landfill | \$ <u>4,000⁰⁰</u> EACH | \$ <u>4,000⁰⁰</u> |
| 22 | 1 EA | Leachate Storage Tank Cleaning Jefferson County Landfill | \$ <u>6,000⁰⁰</u> EACH | \$ <u>6,000⁰⁰</u> |
| 23 | 1 EA | Leachate Storage Tank Cleaning City of Kingwood Landfill | \$ <u>100.00</u> EACH | \$ <u>100.00</u> |
| 24 | 1 EA | Leachate Storage Tank Cleaning Marion County Landfill | \$ <u>5,500⁰⁰</u> EACH | \$ <u>5,500⁰⁰</u> |
| 25 | 1 EA | Leachate Storage Tank Cleaning Monongalia County Landfill | \$ <u>7,500⁰⁰</u> EACH | \$ <u>7,500⁰⁰</u> |
| 26 | 1 EA | Leachate Storage Tank Cleaning Morgan County Landfill | \$ <u>100.00</u> EACH | \$ <u>100.00</u> |
| 27 | 1 EA | Leachate Storage Pond Cleaning City of Morgantown Landfill | \$ <u>2,000⁰⁰</u> EACH | \$ <u>2,000⁰⁰</u> |
| 28 | 1 EA | Leachate Storage Tank Cleaning City of Moundsville Landfill | \$ <u>4,800⁰⁰</u> EACH | \$ <u>4,800⁰⁰</u> |
| 29 | 1 EA | Leachate Storage Tank Cleaning Petersburg Landfill | \$ <u>8,900⁰⁰</u> EACH | \$ <u>8,900⁰⁰</u> |
| 30 | 1 EA | Leachate Storage Tank Cleaning Preston / Rehe Landfill | \$ <u>4,000⁰⁰</u> EACH | \$ <u>4,000⁰⁰</u> |
| 31 | 1 EA | Leachate Storage Tank Cleaning City of Wheeling Landfill | \$ <u>100.00</u> EACH | \$ <u>100.00</u> |
| 32 | 57,260 LF | Road Grading which includes ditch cleaning and road crowning, utilizing a road grader or dozer. | \$ <u>1.00</u> LF | \$ <u>57,260⁰⁰</u> |
| 33 | 57,260 LF | Road Grading which includes leveling and filling in low spots utilizing a tractor and box blade. | \$ <u>.90¢</u> LF | \$ <u>51,534⁰⁰</u> |
| 34 | 100 HRS | Mobile Jetter high-velocity hydraulic cleaning equipment capable of delivering a minimum pressure of 1,500 psi and delivering a minimum of 60 gpm at the nozzle's head. | \$ <u>70.00</u> PER HR | \$ <u>7,000⁰⁰</u> |

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| 35 | 100 HRS | Mobile Vacuum minimum 1500 gallons storage capable of 400 cfm @ 20hg. | \$ <u>65.00</u> PER HR | \$ <u>6,500⁰⁰</u> |
| 36 | 300 HRS | Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade | \$ <u>75.00</u> PER HR | \$ <u>22,500⁰⁰</u> |
| 37 | 300 HRS | Crawler Dozer-Caterpillar D3G or equiv. with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade | \$ <u>90.00</u> PER HR | \$ <u>27,000⁰⁰</u> |
| 38 | 200 HRS | Hydraulic Excavator-Backhoe, Caterpillar 325 or equiv. with 173 minimum flywheel horsepower, equipped with standard bucket | \$ <u>75.00</u> PER HR | \$ <u>15,000⁰⁰</u> |
| 39 | 250 HRS | John Deere 310 Loader/Backhoe or equiv. with 80 net minimum flywheel horsepower equipped with standard buckets | \$ <u>45.00</u> PER HR | \$ <u>11,250⁰⁰</u> |
| 40 | 250 HRS | Hydraulic mini Excavator - Backhoe - Caterpillar 304 or equiv. with 36 net minimum flywheel horsepower, maximum reach at ground level 12 ft 4 in equipped with standard bucket. | \$ <u>90.00</u> PER HR | \$ <u>22,500⁰⁰</u> |
| 41 | 250 HRS | Skid Steer Loader Bob Cat S15 or equiv. with 47 net minimum flywheel horsepower. | \$ <u>85.00</u> PER HR | \$ <u>21,250⁰⁰</u> |
| 42 | 100 HRS | Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity | \$ <u>55.00</u> PER HR | \$ <u>5,500⁰⁰</u> |
| 43 | 100 HRS | Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower | \$ <u>90.00</u> PER HR | \$ <u>9,000⁰⁰</u> |
| 44 | 50 ACRES | Seed mixture to be applied after seed bed preparation: Vegetative Species Rate/Acre Birdsfoot Trefoil @15 lbs/acre Redtop @ 3lbs/acre Ky 31 Fescue @15 lbs/acre Wheat or Rye @ 50lbs/acre Orchard Grass @15 lbs/acre Weeping Lovegrass @ 2 lbs/acre Red Clover @10 lbs/acre Foxtail Millet @12 lbs/acre | \$ <u>100⁰⁰</u> PER ACRE | \$ <u>5,000⁰⁰</u> |
| 45 | 100 ACRES | Seed mixture for Vegetation Enhancement Vegetative Species Rate/Acre Birdsfoot Trefoil @5 lbs/acre Ky 31 Fescue @5 lbs/acre Red Clover @5 lbs/acre | \$ <u>50.00</u> PER ACRE | \$ <u>5,000⁰⁰</u> |
| 46 | 50 ACRES | Additional seed mixture for woodland land use projects. Vegetative Species Rate/Acre Black Locust @3 lbs/acre | \$ <u>20.00</u> PER ACRE | \$ <u>1,000⁰⁰</u> |
| 47 | 500 TONS | Agriculture Lime - 85% CaCO ₃ | \$ <u>50.00</u> PER TON | \$ <u>25,000⁰⁰</u> |

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|----|----------|---|-----------------------------|------------------------|
| 48 | 200 TONS | Fertilizer, 10-20-10 | \$150.00 PER TON | \$30,000 ⁰⁰ |
| 49 | 200 TONS | Mulch, Wood Fiber | \$60.00 PER TON | \$12,000 ⁰⁰ |
| 50 | 200 TONS | Mulch, hay or straw | \$150.00 PER TON | \$30,000 ⁰⁰ |
| 51 | 20 EA | Gabion Baskets 3"x3" mesh 3'x3'x6' Zinc Coated Steel Wire | \$78.00 EACH | \$1,560 ⁰⁰ |
| 52 | 200 TONS | Stone, 2" limestone or durable sandstone (DEP's choice) delivered to site | \$45.00 PER TON | \$9,000 ⁰⁰ |
| 53 | 200 TONS | Stone, Type 2 – Rip-Rap 24" x 6" limestone or durable sandstone (DEP's choice), delivered to site | \$40.00 PER TON | \$8,000 ⁰⁰ |
| 54 | 200 TONS | Stone, Gabion 4" x 8" limestone or durable sandstone (DEP's choice), delivered to site | \$30.00 PER TON | \$6,000 ⁰⁰ |
| 55 | 200 TONS | Stone, No. 57 limestone or durable sandstone (DEP's choice), delivered to site | \$50.00 PER TON | \$10,000 ⁰⁰ |
| 56 | 200 TONS | Stone 3" crusher run limestone or durable sandstone (DEP's choice), delivered to site | \$36.00 PER TON | \$7,200 ⁰⁰ |
| 57 | 200 TONS | Stone 1 1/2" crusher run limestone or durable sandstone (DEP's choice), delivered to site | \$55.00 PER TON | \$11,000 ⁰⁰ |
| 58 | 500 LBS | Bentonite – Sealer | \$2.00 PER LB | \$1,000 ⁰⁰ |
| 59 | 10 EA | HI-Q Corrugated Culvert 12" – 20' section | \$150 ⁰⁰ EACH | \$1,500 ⁰⁰ |
| 60 | 10 EA | HI-Q Corrugated Culvert 18" – 20' section | \$250 ⁰⁰ EACH | \$2,500 ⁰⁰ |
| 61 | 10 EA | HI-Q Corrugated Culvert 24" – 20' section | \$375.00 EACH | \$3,750 ⁰⁰ |
| 62 | 100 HRS | Trash Water Pump 3" Dia. gas and/or diesel powered | \$6.00 PER HR | \$600 ⁰⁰ |
| 63 | 100 HRS | Trash Water Pump 2" Dia. gas and/or diesel powered | \$5.00 PER HR | \$500 ⁰⁰ |

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| 64 | 2,000 SQ. YDS | Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 “Engineering Fabric” of the West Virginia Division of Highways, Standard Specifications Roads and Bridges (Non-Woven) | \$.78¢ PER SQ. YD | \$ 1,560 ⁰⁰ |
| 65 | 2,000 SQ. YDS | Engineering Fabric 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) | \$.65¢ PER SQ. YD | \$ 1,300 ⁰⁰ |
| 66 | 1000 HRS | Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, pole saw, etc., (unit price includes any per diem, transportation or other expenses) | \$ 75.00 PER HR | \$ 75,000 ⁰⁰ |
| 67 | 250 HRS | Truck with snow blade; minimum 3/4 ton 4 wheel drive pickup with 7-8-foot wide snow blade | \$ 60.00 PER HR | \$ 15,000 ⁰⁰ |
| 68 | 1000 LF | Silt fence – Provide and install to manufacturer’s specifications, minimum 24” high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification | \$.65¢ PER LF | \$ 650 ⁰⁰ |
| 69 | 100 CY | Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications | \$ 175.00 PER CY | \$ 17,500 ⁰⁰ |
| 70 | 100 CY | Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications | \$ 150.00 PER CY | \$ 15,000 ⁰⁰ |
| 71 | 100 TON | Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item. | \$ 48.00 PER TON | \$ 4,800 ⁰⁰ |
| 72 | 100 EA | Hay bales, Hay bales will be provided on-site, installed and staked (wooden only) per standard OSR technical specifications. | \$ 8.00 EACH | \$ 800 ⁰⁰ |
| 73 | 60,000 UNITS | Emergency Leachate Hauling Price is for hauling 100 gallons 1 Mile (example 2000 gal truck hauling 10 miles= 200 units) Pay will only be for loaded miles, not return trip empty. | \$.25¢ /100 gal/mile | \$ 15,000 ⁰⁰ |
| 74 | 25 HRS | Push Type Sewer Line Inspection Camera capable of 100’ of line depth with video recording capability to include labor, equipment and recorded media. | \$ 100.00 PER HR | \$ 2,500 ⁰⁰ |
| 75 | 1 EA | Actual miscellaneous material cost not specifically listed in this contract such as small diameter piping, hardware, electrical components and other items necessary for repairs approved by DEP prior to purchase. | \$ 1.00 PER EA | \$ 1.00 |
| 76 | 100 TN | Asphalt by the ton installed, DEP choice base coat or top coat. | \$ 40.00 PER EA | \$ 4,000 ⁰⁰ |

TOTAL \$ 719,315.00

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Guaranteed Order

Date 03/31/2015

Void after 7 years

25-3

440

Remitter: RANDALL KELLEY (VICTORY CONSTRUCTION)

Pay To The Order Of: WV PURCHASING DIVISION

Pay: THIRTY FIVE THOUSAND NINE HUNDRED SIXTY FIVE DOLLARS AND 75 CENTS

\$** 35,965.75 **

Drawn JPMORGAN CHASE BANK, N.A.

Paulahey

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



Do not write outside this box *Bid Bond*

CRF9150000044

Memo: Northern Landfill Maintenance

Note: For information only. Comment has no effect on bank's payment



CRFQ0313
CRFQ No. 1500000044

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 exceeds 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: Victory Construction CO
Authorized Signature: Randal Kelley Date: 3-30-15

State of West Virginia
County of Taylor, to-wit:

Taken, subscribed, and sworn to before me this 30th day of March, 2015
My Commission expires March 22, 2024

AFFIX SEAL HERE

NOTARY PUBLIC David K. Kelley
Purchasing Affidavit (Revised 07/01/2012)

