



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 45836

Doc Description: Addendum #1 - Northern Landfill Maintenance (open-end)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-26	2015-03-31 13:30:00	CRFQ 0313 DEP1500000044	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Plan B Contracting Inc
 HC 81 Box 261 A
 Lewisburg WV 24901

Phone 304-645-4495
 Email: alta.p@frontier.com

WV Contractor's license
 WV 047940

03/31/15 10:49:23
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Frank Whittaker
 (304) 558-2316
 frank.m.whittaker@wv.gov

Signature X

James W. Shuler

FEIN #

274714364

DATE

3/30/2015

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Leachate System Cleaning: Berkeley County Landfill	1.00000	EA	8000.00	8000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Berkeley County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Leachate System Cleaning: City of Buckhannon Landfill	1.00000	EA	7500.00	7500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: City of Buckhannon Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Leachate System Cleaning: Capon Springs Landfill	1.00000	EA	\$5000.00	\$5000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Capon Springs Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Leachate System Cleaning: City of Clarksburg Landfill	1.00000	EA	7,500. ⁰⁰	7,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: City of Clarksburg Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Leachate System Cleaning: Elkins-Randolph County Landfill	1.00000	EA	\$7,000. ⁰⁰	\$7,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Elkins-Randolph County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Leachate System Cleaning: Hampshire County Landfill	1.00000	EA	\$ 7000.00	\$ 7000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Hampshire County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Leachate System Cleaning: Jefferson County Landfill	1.00000	EA	7000.00	7000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Jefferson County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Leachate System Cleaning: City of Kingwood Landfill	1.00000	EA	1,000.00	1,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: City of Kingwood Landfill

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Leachate System Cleaning: Marion County Landfill	1.00000	EA	\$ 4000.00	\$ 4000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Marion County Landfill

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Leachate System Cleaning: Monongalia County Landfill	1.00000	EA	\$ 7500.00	\$ 7500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Monongalia County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Leachate System Cleaning: Morgan County Landfill	1.00000	EA	7,500. ⁰⁰	7,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Morgan County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Leachate System Cleaning: City of Morgantown Landfill	1.00000	EA	\$8,000. ⁰⁰	\$8,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: City of Morgantown Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Leachate System Cleaning: City of Moundsville Landfill	1.00000	EA	\$6,500. ⁰⁰	\$6,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: City of Moundsville Landfill

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Leachate System Cleaning: Petersburg Landfill	1.00000	EA	\$ 8000.00	\$ 8000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Petersburg Landfill

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Leachate System Cleaning: Preston County/Rehe Landfill	1.00000	EA	\$ 6000.00	\$ 6000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate System Cleaning: Preston County/Rehe Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Leachate System Cleaning: City of Wheeling Landfill	1.00000	EA	\$7,500. ⁰⁰	\$7,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Leachate System Cleaning: City of Wheeling Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Leachate Storage Tank Cleaning: Berkeley County Landfill	1.00000	EA	\$6000. ⁰⁰	\$6000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Leachate Storage Tank Cleaning: Berkeley County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Leachate Storage Tank Cleaning: Capon Springs Landfill	1.00000	EA	\$7000. ⁰⁰	\$7000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: Capon Springs Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Leachate Storage Tank Cleaning: City of Clarksburg Landfill	1.00000	EA	\$1000.00	\$1000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: City of Clarksburg Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Leachate Storage Pond Cleaning: Elkins/Randolph Co. Landfil	1.00000	EA	\$1000.00	\$1000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Pond Cleaning: Elkins/Randolph Co. Landfil

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS	
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Leachate Storage Tank Cleaning: Hampshire County Landfill	1.00000	EA	5000. ⁰⁰	5000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Leachate Storage Tank Cleaning: Hampshire County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS	
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Leachate Storage Tank Cleaning: Jefferson County Landfill	1.00000	EA	7000. ⁰⁰	7000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Leachate Storage Tank Cleaning: Jefferson County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS	
CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Leachate Storage Tank Cleaning: City of Kingwood Landfill	1.00000	EA	1000. ⁰⁰	1000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: City of Kingwood Landfill

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Leachate Storage Tank Cleaning: Marion County Landfill	1.00000	EA	1000. ⁰⁰	1000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: Marion County Landfill

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Leachate Storage Tank Cleaning: Monongalia County Landfill	1.00000	EA	10,000. ⁰⁰	10,000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: Monongalia County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Leachate Storage Tank Cleaning: Morgan County Landfill	1.00000	EA	7000.00	7000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Leachate Storage Tank Cleaning: Morgan County Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Leachate Storage Pond Cleaning: City of Morgantown Landfill	1.00000	EA	10,000.00	10,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Leachate Storage Pond Cleaning: City of Morgantown Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Leachate Storage Tank Cleaning: Moundsville Landfill	1.00000	EA	7000.00	7000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: Moundsville Landfill

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Leachate Storage Tank Cleaning: Petersburg Landfill	1.00000	EA	9000. ⁰⁰	9000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: Petersburg Landfill

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Leachate Storage Tank Cleaning: Preston/Rehe Landfill	1.00000	EA	7,000. ⁰⁰	7000. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Leachate Storage Tank Cleaning: Preston/Rehe Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Leachate Storage Tank Cleaning: City of Wheeling Landfill	1.00000	EA	1000.00	1000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Leachate Storage Tank Cleaning: City of Wheeling Landfill

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Road Grading which includes ditch cleaning and road crowning	57260.00000	LF	1.00	\$57,260.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Road Grading which includes ditch cleaning and road crowning, utilizing a road grader or dozer.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Road Grading which includes leveling and filling in low spot	57260.00000	LF	0.80	45,808.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Road Grading which includes leveling and filling in low spots utilizing a tractor and box blade.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Mobile Jetter High-velocity hydraulic cleaning equipment	100.00000	HOUR	50.00	5000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

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.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Mobile vacuum	100.00000	HOUR	50.00	5000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Mobile Vacuum minimum 1,500 gallons storage, capable of 400 cfm @ 20hg.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Crawler Dozer	300.00000	HOUR	\$ 113.00	\$ 33,900.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Crawler Dozer-Caterpillar D6H or equivalent with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Crawler Dozer	300.00000	HOUR	\$ 95.00	\$ 28,500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Crawler Dozer-Caterpillar D3G or equivalent with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Hydraulic Excavator/Backhoe	200.00000	HOUR	\$ 110.00	\$ 22,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Hydraulic Excavator/Backhoe, Caterpillar 325 or equivalent, with 80 net minimum flywheel horsepower equipped with standard buckets.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	John Deere 310 Loader/Backhoe or equal	250.00000	HOUR	50. ⁰⁰	12,500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

John Deere 310 Loader/Backhoe or equivalent, with 80 net minimum flywheel horsepower equipped with standard buckets

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Hydraulic Mini Excavator/Backhoe	250.00000	HOUR	105. ⁰⁰	26,250. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Hydraulic Mini Excavator/Backhoe, Caterpillar 304 or equivalent, with 36 net minimum flywheel hp. Max reach at groundlevel 12'4" equipped with standard bucket.

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CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Skid Steer Loader, Bob Cat S15 or equivalent	250.00000	HOUR	95.00	\$23,750.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Skid Steer Loader, Bob Cat S15 or equivalent with 47 net minimum flywheel horsepower.

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CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	Articulated Truck	100.00000	HOUR	100.00	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Articulated Truck, Catpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity.

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CHARLESTON	WV25304	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Tandem Axle Rear Dump Truck	100.00000	HOUR	90.00	9000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Truck, Tandem Axle Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Seed Mixture to be applied after seed bed preparation.	50.00000	ACRE	\$ 75.00	\$ 3,750.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Seed Mixture:

Vegetative Species Rate/Acre
 Birdsfoot Trefoil @ 15lb/acre
 Redtop @ 31lb/acre
 Ky 31 Fescue @ 15lb/acre
 Wheat or Rye @ 50lb/acre
 Orchard Grass @ 15lb/acre
 Weeping Lovegrass @ 2lb/acre
 Red Clover @ 10lb/acre
 Foxtail Millet @ 12lb/acre

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	Seed Mixture for Vegetation Enhancement	100.00000	ACRE	30.00	3000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Seed Mixture:

Vegetative Species Rate/Acre
 Birdsfoot Trefoil @ 5lb/acre
 Ky 31 Fescue @ 5lb/acre
 Red Clover @ 10lb/acre

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
46	Additional Seed Mixture for Woodland Land Use Projects	50.00000	ACRE	5.00	250.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Seed Mixture:
Vegetative Species Rate/Acre
Black Locust @ 3lb/acre

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	Agriculture Lime 85% CACO	500.00000	TON	40.00	20,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Agriculture Lime 85% CACO

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
48	Fertilizer, 10-20-10	200.00000	TON	150.00	30,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Fertilizer, 10-20-10

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
49	Mulch, Wood Fiber	200.00000	TON	40.00	8000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Mulch, Wood Fiber

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	Mulch, Hay of Straw	200.00000	TON	100.00	20,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Mulch, Hay of Straw

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
51	Gabion Baskets 3"X3" mesh, 3'X3'X6' Zinc Coated Steel Wire	20.00000	EA	50.00	1000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Gabion Baskets 3"X3" mesh, 3'X3'X6' Zinc Coated Steel Wire

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
52	Stone, 2" Limestone or Durable Sandstone	200.00000	TON	40.00	8000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Stone, 2" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
53	Stone, Type 2 Rip-Rap 24" X 6"	200.00000	TON	45.00	9000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Stone, Type 2 Rip-Rap 24" X 6" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
54	Stone, Gabion 4" X 8" Limestone or Durable Sandstone	200.00000	TON	20.00	4000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Stone, Gabion 4" X 8" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
55	Stone, No. 57 Limestone or Durable Sandstone	200.00000	TON	50.00	10,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Stone, No. 57 Limestone or Durable Sandstone (DEP's choice) Delivered to site.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
56	Stone, Crusher Run Limestone or Durable Sandstone	200.00000	TON	35.00	7000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Stone, 3" Crusher Run Limestone or Durable Sandstone (DEP's choice) Delivered to site.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
57	Stone, 1.5" Crusher Run Limestone or Durable Sandstone	200.00000	TON	65.00	13,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Stone, 1 1/2" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
58	Bentonite Sealer	500.00000	LB	50	250.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Bentonite Sealer

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
59	HI-Q Corrugated Culvert 12" 20' Section	10.00000	EA	200.00	2000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

HI-Q Corrugated Culvert 12" 20' Section

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
60	HI-Q Corrugated Culvert 18" 20' Section	10.00000	EA	275.00	2750.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

HI-Q Corrugated Culvert 18" 20' Section

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
61	HI-Q Corrugated Culvert 24" 20' Section	10.00000	EA	350. ⁰⁰	3500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
HI-Q Corrugated Culvert 24" 20' Section

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
62	Trash Water Pump, 3" Diameter gas or diesel powered.	100.00000	HOUR	5. ⁰⁰	500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Trash Water Pump, 3" Diameter gas or diesel powered.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
63	Trash Water Pump, 2" Diameter gas or diesel powered.	100.00000	HOUR	5. ⁰⁰	500. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Trash Water Pump, 2" Diameter gas or diesel powered.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
64	Engineering Fabric	2000.00000	SY	.50	1000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

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)

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
65	Engineering Fabric	2000.00000	SY	.50	1000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

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 Specifications Roads and Bridges (woven)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
66	Laborer	1000.00000	HOUR	60.00	60,000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Laborer: To include basic hand tools, i.e. shovel, chainsaw, drill, pole saw, etc. (unit price includes any per diem, transportation of other expenses)

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
67	Truck with Snow Blade	250.00000	HOUR	85.00	21,250.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Truck with Snow Blade, minimum 3/4 ton 4-wheel drive pickup with 7-8 foot wide snow blade.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
68	Silt Fence	1000.00000	LF	1.50	1500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

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 Specifications.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
69	Grout	100.00000	CY	85.00	8500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

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

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
70	Concrete	100.00000	CY	85.00	8500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Concrete: Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
71	Landfill Disposal Fee	100.00000	TON	30.00	3000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Landfill Disposal Fee for trash and debris disposal. Transportation of items will be reimbursed under the Turcking bid item.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
72	Hay Bales	100.00000	EA	15.00	1500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Hay Bales will be provided on-site, installed and staked (wooden only) per standard OSR technical specifications.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
73	Emergency Leachate Hauling	60000.00000	UNIT	25.00	15000.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Emergency Leachate Hauling: Price is for hauling 100 gallons 1 mile (example: 2000 gal truckhauling 10 miles = 200 Units) Pay will only be for loaded miles, not return trip empty.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
74	Push Type Sewer Line Inspection Camera	25.00000	HOURL	25.00	625.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

Push Type Sewer Line Inspection Camera capable of 100' of line depth with video recording capability, to include labor, equipment and recorded media.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
75	Miscellaneous Material Cost not specifically listed.	1.00000	EA	Cost plus 20%	

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :

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.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
76	Asphalt by the ton, DEP choice base coat of top coat.	100.00000	TON	35.00	3500.00

Comm Code	Manufacturer	Specification	Model #
76122000			

Extended Description :
Asphalt by the ton, DEP choice base coat of top coat.

Total \$ 739,843.00
James W Shunk
Plan B Contracting Inc

DEP1500000044	Document Phase Final	Document Description Northern Landfill Maintenance (open-end)	Page 33 of 33
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Northern Landfill Maintenance

BID SHEET

WV DEP 1500000044

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

Plan B Contracting Inc Contractor WV 047940

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	\$ 8000.00 EACH	\$ 8000.00 ✓
2	1 EA	Leachate System Cleaning City of Buckhannon Landfill	\$ 7500.00 EACH	\$ 7500.00 ✓
3	1 EA	Leachate System Cleaning Capon Springs Landfill	\$ 5000.00 EACH	\$ 5000.00 ✓
4	1 EA	Leachate System Cleaning City of Clarksburg Landfill	\$ 7,500.00 EACH	\$ 7,500.00
5	1 EA	Leachate System Cleaning Elkins – Randolph County Landfill	\$ 7000.00 EACH	\$ 7000.00
6	1 EA	Leachate System Cleaning Hampshire County Landfill	\$ 7000.00 EACH	\$ 7000.00

7	1 EA	Leachate System Cleaning Jefferson County Landfill	\$ <u>7,000.00</u> EACH	\$ <u>7,000.00</u>
8	1 EA	Leachate System Cleaning City of Kingwood Landfill	\$ <u>1,000.00</u> EACH	\$ <u>1,000.00</u>
9	1 EA	Leachate System Cleaning Marion County Landfill	\$ <u>4,000.00</u> EACH	\$ <u>4,000.00</u>
10	1 EA	Leachate System Cleaning Monongalia County Landfill	\$ <u>7,500.00</u> EACH	\$ <u>7,500.00</u>
11	1 EA	Leachate System Cleaning Morgan County Landfill	\$ <u>7,500.00</u> EACH	\$ <u>7,500.00</u>
12	1 EA	Leachate System Cleaning City of Morgantown Landfill	\$ <u>8,000.00</u> EACH	\$ <u>8,000.00</u>
13	1 EA	Leachate System Cleaning City of Moundsville Landfill	\$ <u>6,500.00</u> EACH	\$ <u>6,500.00</u>
14	1 EA	Leachate System Cleaning Petersburg Landfill	\$ <u>8,000.00</u> EACH	\$ <u>8,000.00</u>
15	1 EA	Leachate System Cleaning Preston County / Rehe Landfill	\$ <u>6,000.00</u> EACH	\$ <u>6,000.00</u>
16	1 EA	Leachate System Cleaning City of Wheeling Landfill	\$ <u>7,500.00</u> EACH	\$ <u>7,500.00</u>
		<p>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.</p>		
17	1 EA	Leachate Storage Tank Cleaning Berkeley County Landfill	\$ <u>6,000.00</u> EACH	\$ <u>6,000.00</u>
18	1 EA	Leachate Storage Tank Cleaning Capon Springs Landfill	\$ <u>7,000.00</u> EACH	\$ <u>7,000.00</u>

19	1 EA	Leachate Storage Tank Cleaning City of Clarksburg Landfill	\$ <u>1,000.00</u> EACH	\$ <u>1,000.00</u>
20	1 EA	Leachate Storage Pond Cleaning Elkins – Randolph Co. Landfill	\$ <u>5,000.00</u> EACH	\$ <u>5,000.00</u>
21	1 EA	Leachate Storage Tank Cleaning Hampshire County Landfill	\$ <u>5,000.00</u> EACH	\$ <u>5,000.00</u>
22	1 EA	Leachate Storage Tank Cleaning Jefferson County Landfill	\$ <u>7,000.00</u> EACH	\$ <u>7,000.00</u>
23	1 EA	Leachate Storage Tank Cleaning City of Kingwood Landfill	\$ <u>1,000.00</u> EACH	\$ <u>1,000.00</u>
24	1 EA	Leachate Storage Tank Cleaning Marion County Landfill	\$ <u>1,000.00</u> EACH	\$ <u>1,000.00</u>
25	1 EA	Leachate Storage Tank Cleaning Monongalia County Landfill	\$ <u>10,000.00</u> EACH	\$ <u>10,000.00</u>
26	1 EA	Leachate Storage Tank Cleaning Morgan County Landfill	\$ <u>7,000.00</u> EACH	\$ <u>7,000.00</u>
27	1 EA	Leachate Storage Pond Cleaning City of Morgantown Landfill	\$ <u>10,000.00</u> EACH	\$ <u>10,000.00</u>
28	1 EA	Leachate Storage Tank Cleaning City of Moundsville Landfill	\$ <u>7,000.00</u> EACH	\$ <u>7,000.00</u>
29	1 EA	Leachate Storage Tank Cleaning Petersburg Landfill	\$ <u>9,000.00</u> EACH	\$ <u>9,000.00</u>
30	1 EA	Leachate Storage Tank Cleaning Preston / Rehe Landfill	\$ <u>7,000.00</u> EACH	\$ <u>7,000.00</u>
31	1 EA	Leachate Storage Tank Cleaning City of Wheeling Landfill	\$ <u>1,000.00</u> EACH	\$ <u>1,000.00</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>57,260.00</u>
33	57,260 LF	Road Grading which includes leveling and filling in low spots utilizing a tractor and box blade.	\$ <u>.80</u> LF	\$ <u>45,808.00</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>50.00</u> PER HR	\$ <u>5,000.00</u>

35	100 HRS	Mobile Vacuum minimum 1500 gallons storage capable of 400 cfm @ 20hg.	\$ <u>50.00</u> PER HR	\$ <u>5,000.00</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>119.00</u> PER HR	\$ <u>33,900.00</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>95.00</u> PER HR	\$ <u>28,500.00</u>
38	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 325 or equiv. with 173 minimum flywheel horsepower, equipped with standard bucket	\$ <u>110.00</u> PER HR	\$ <u>22,000.00</u>
39	250 HRS	John Deere 310 Loader/Backhoe or equiv. with 80 net minimum flywheel horsepower equipped with standard buckets	\$ <u>50.00</u> PER HR	\$ <u>12,500.00</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>105.00</u> PER HR	\$ <u>26,250.00</u>
41	250 HRS	Skid Steer Loader Bob Cat S15 or equiv. with 47 net minimum flywheel horsepower.	\$ <u>95.00</u> PER HR	\$ <u>23,750.00</u>
42	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ <u>100.00</u> PER HR	\$ <u>10,000.00</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>9,000.00</u>
44	50 ACRES	Seed mixture to be applied after seed bed preparation: Vegetative Species 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>75.00</u> PER ACRE	\$ <u>3,750.00</u>
45	100 ACRES	Seed mixture for Vegetation Enhancement Vegetative Species Birdsfoot Trefoil @5 lbs/acre Ky 31 Fescue @5 lbs/acre Red Clover @5 lbs/acre	\$ <u>30.00</u> PER ACRE	\$ <u>3,000.00</u>
46	50 ACRES	Additional seed mixture for woodland land use projects. Vegetative Species Black Locust @3 lbs/acre	\$ <u>5.00</u> PER ACRE	\$ <u>250.00</u>
47	500 TONS	Agriculture Lime - 85% CaCO ₃	\$ <u>40.00</u> PER TON	\$ <u>20,000.00</u>

48	200 TONS	Fertilizer, 10-20-10	\$ <u>150.00</u> PER TON	\$ <u>30,000.00</u>
49	200 TONS	Mulch, Wood Fiber	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
50	200 TONS	Mulch, hay or straw	\$ <u>100.00</u> PER TON	\$ <u>20,000.00</u>
51	20 EA	Gabion Baskets 3"x3" mesh 3'x3'x6' Zinc Coated Steel Wire	\$ <u>50.00</u> EACH	\$ <u>1,000.00</u>
52	200 TONS	Stone, 2" limestone or durable sandstone (DEP's choice) delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
53	200 TONS	Stone, Type 2 - Rip-Rap 24" x 6" limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>45.00</u> PER TON	\$ <u>9,000.00</u>
54	200 TONS	Stone, Gabion 4" x 8" limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>20.00</u> PER TON	\$ <u>4,000.00</u>
55	200 TONS	Stone, No. 57 limestone or durable sandstone (DEP's choice), delivered to site	\$ 50.00 PER TON	\$ 10,000.00 10,000.00 JUL
56	200 TONS	Stone 3" crusher run limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>35.00</u> PER TON	\$ <u>7,000.00</u>
57	200 TONS	Stone 1 1/2" crusher run limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>65.00</u> PER TON	\$ <u>13,000.00</u>
58	500 LBS	Bentonite - Sealer	\$ <u>.50</u> PER LB	\$ <u>250.00</u>
59	10 EA	HI-Q Corrugated Culvert 12" - 20' section	\$ <u>200.00</u> EACH	\$ <u>2,000.00</u>
60	10 EA	HI-Q Corrugated Culvert 18" - 20' section	\$ <u>275.00</u> EACH	\$ <u>2,750.00</u>
61	10 EA	HI-Q Corrugated Culvert 24" - 20' section	\$ <u>350.00</u> EACH	\$ <u>3,500.00</u>
62	100 HRS	Trash Water Pump 3" Dia. gas and/or diesel powered	\$ <u>5.00</u> PER HR	\$ <u>500.00</u>
63	100 HRS	Trash Water Pump 2" Dia. gas and/or diesel powered	\$ <u>5.00</u> PER HR	\$ <u>500.00</u>

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)	\$.50 PER SQ. YD	\$ 1000. 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)	\$.50 PER SQ. YD	\$ 1000. 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)	\$ 60. ⁰⁰ PER HR	\$ 60,000. ⁰⁰
67	250 HRS	Truck with snow blade; minimum 3/4 ton 4 wheel drive pickup with 7-8-foot wide snow blade	\$ 85. ⁰⁰ PER HR	\$ 21,250. ⁰⁰ \$ 21,250.⁰⁰
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	\$ 1.50 PER LF	\$ 1500. 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	\$ 85. ⁰⁰ PER CY	\$ 8,500. ⁰⁰
70	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ 85. ⁰⁰ PER CY	\$ 8,500. ⁰⁰
71	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ 30. ⁰⁰ PER TON	\$ 3,000. ⁰⁰
72	100 EA	Hay bales, Hay bales will be provided on-site, installed and staked (wooden only) per standard OSR technical specifications.	\$ 15. ⁰⁰ EACH	\$ 1500. 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.	\$ 25. ⁰⁰ PER HR	\$ 625. 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.	Cost \$ +20% PER EA	Cost \$ +20%
7	100 TN	Asphalt by the ton installed, DEP choice base coat or top coat.	\$ 35. ⁰⁰ PER EA	\$ 3500. ⁰⁰
TOTAL \$				739,843.⁰⁰ <i>XX</i>

Plan B Contracting Inc.
James W. Shick Sec

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.

Plan B Contracting Inc
Company
James W. Shuler Sec
Authorized Signature
3/30/2015
Date

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

BID BOND

DEP 1500000044

CASHIERS CHECK 006514

REMITTED BY JULIA ELBON

ON BEHALF OF PLAN B

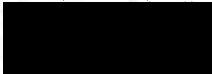
CONTRACTING Inc.

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK



DAVIS TRUST COMPANY
227 DAVIS AVENUE
POST OFFICE BOX 1429
ELKINS, WEST VIRGINIA 26241-1429

CASHIERS CHECK



Bid bond for WVDEP 1500000044 and delivered prior to 3/31/15

69-113
515

Remitter : Julia Elbon

DATE

AMOUNT

PAY ***37,000 DOLLARS AND 00 CENTS***

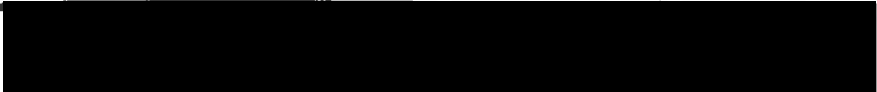
March 27, 2015

\$37,000.00

State of WV, Purchasing Division

TO
THE
ORDER
OF

Ethel Swearingen
AUTHORIZED SIGNATURE



Plan B Contracting Inc.

HC 81, Box 261A

Lewisburg WV 24901

Phone 304-645-4495

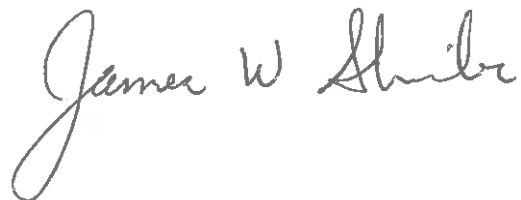
Email: altapreowned@frontier.com

Subcontractors

Plan B Contracting does not intend on sub contracting any work.

All work is completed by Plan B Contracting Inc.

All work is completed by officers of the company.

A handwritten signature in cursive script that reads "James W. Shiber". The signature is written in black ink and is positioned in the lower right quadrant of the page.

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: Plan B Contracting Inc.
Contractor's License No. WV047940

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 shall 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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:

- (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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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:

- 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)

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.

- 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.

41. **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 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.

42. **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 hearth, 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:
- c. 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

- d. 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.

43. 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.

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 upon award and extends for a period of 1 (one) 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A

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 upon award and extends for a period of 1 (one) 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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney

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 Award Document 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 a 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.

- 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 _____. The performance bond must be 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 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.
- 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:** In the amount of \$1,000,000.00 _____ or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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-
-
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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. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

_____ for _____.

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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 also 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.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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 requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

34. 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.

35. 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.

- 36. 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 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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.

- 41. 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 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.

- 42. 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:
- c. 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

- d. 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.

43. 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.

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: _____

Contractor's License No. _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 shall 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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:

- (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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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:

- 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/IBSNA 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)



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

STATE OF WEST VIRGINIA,

COUNTY OF Greenbrier, TO-WIT:

I, James W. Shuster, after being first duly sworn, depose and state as follows:

1. I am an employee of Plan B Contracting Inc.; and,
(Company Name)
2. I do hereby attest that Plan B Contracting Inc.
(Company Name)

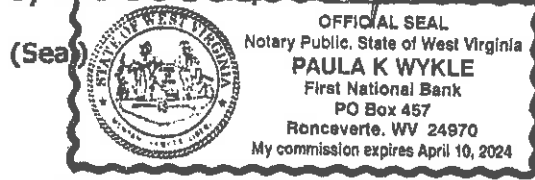
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury

By: James W Shuster
 Title: Sec
 Company Name: Plan B Contracting Inc
 Date: 3/30/2015

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

By Commission expires April 10, 2024



Paula K Wykle
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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: Plan B Contracting Inc.

Authorized Signature: James W. [Signature] Date: 3/30/2015

State of W Va

County of Greenbrier, to-wit:

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

My Commission expires Jan 26, 2018

AFFIX SEAL HERE

NOTARY PUBLIC Danita G Moore

