

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP1500000047**

**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.

04/16/15 09:49:19  
Purchasing Division

RBS INC  
Company

JPK Roan  
Authorized Signature

4/15/15  
Date

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

# Donnie Thorn Highwall

## Contractor's Bid Sheet

Vendors Name: RBS, Inc.

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

Item No.	Quantity	Unit	Description	Unit Price	Amount
1.0	1	LS	MOBILIZATION AND DEMOBILIZATION (LUMP SUM) (CANNOT EXCEED 10% OF TOTAL AMOUNT BID)		\$ 20,000.00
2.0	1	LS	CONSTRUCTION LAYOUT STAKES (LUMP SUM) (CANNOT EXCEED 5% OF TOTAL AMOUNT BID)		\$ 20,000.00
3.0	1	LS	QUALITY CONTROL (LUMP SUM) (CANNOT EXCEED 3% OF TOTAL AMOUNT BID)		\$ 20,000.00
4.1	1	LS	SITE PREPARATION (LUMP SUM) (CANNOT EXCEED 10% OF TOTAL AMOUNT BID)		\$ 100,000.00
4.2	1,000	TON	ROAD RESTORATION STONE (PER TON)	\$ 25.00	\$ 25,000.00
4.3	400	LF	FENCE CONSTRUCTION	\$ 10.00	\$ 4,000.00
4.4	1	EA	FARM GATE	\$ 1,500.00	\$ 1,500.00
5.1	4,400	LF	SILT FENCE (PER LINEAR FOOT)	\$ 4.00	\$ 17,600.00
5.2	4,200	LF	SUPER SILT FENCE (PER LINEAR FOOT)	\$ 8.00	\$ 33,600.00
5.3	15,150	LF	STAW WATTLE (PER LINEAR FOOT)	\$ 2.50	\$ 37,875.00
5.4	30	EA	STONE CHECK DAM (PER EACH)	\$ 100.00	\$ 3,000.00
5.5	2	EA	STABILIZED CONSTRUCTION ENTRANCE (PER EACH)	\$ 4,000.00	\$ 8,000.00
5.6	5,200	SY	EROSION CONTROL MATTING (PER SQUARE YARD)	\$ 5.00	\$ 26,000.00
6.0	48	ACRE	REVEGETATION (PER PLAN VIEW ACRE)	\$ 2,500.00	\$ 120,000.00
7.1	1,335	LF	TYPE I GRASS LINED DITCH (PER LINEAR FOOT)	\$ 20.00	\$ 26,700.00
7.2	2,721	LF	TYPE II RIPRAP DITCH (PER LINEAR FOOT)	\$ 100.00	\$ 272,100.00
7.3	2,372	LF	TYPE III GROUTED RIPRAP DITCH (PER LINEAR FOOT)	\$ 125.00	\$ 296,500.00
7.4	8	EA	LEVEL SPREADER (PER EACH)	\$ 1,500.00	\$ 12,000.00
7.5	7	EA	LOW WATER CROSSING (PER EACH)	\$ 7,500.00	\$ 52,500.00
8.1	145,000	CY	UNCLASSIFIED EXCAVATION (PER CUBIC YARD)	\$ 2.80	\$ 406,000.00
8.2	1	ACRE	SOIL COVER (PER PLAN VIEW ACRE)	\$ 20,000.00	\$ 20,000.00
9.1	19	EA	WET MINE SEALS (PER EACH)	\$ 10,000.00	\$ 190,000.00
9.2	2	EA	MODIFIED WET MINE SEAL (PER EACH)	\$ 12,000.00	\$ 24,000.00
9.3	1	EA	BAT GATE MINE SEAL (PER EACH)	\$ 15,000.00	\$ 15,000.00
9.4	1,700	LF	MINE SEAL CONVEYANCE PIPE (PER LINEAR FOOT)	\$ 30.00	\$ 51,000.00
9.5	100	BAG	ACID MINE DRAINAGE TREATMENT (50 LB. BAG)	\$ 50.00	\$ 5,000.00
10.1	1,000	LE	UNDERDRAIN (PER LINEAR FOOT)	\$ 35.00	\$ 35,000.00
10.2	180	LE	UNDERDRAIN CONVEYANCE PIPE (PER LINEAR FOOT)	\$ 35.00	\$ 6,300.00
			<b>TOTAL</b>		<b>\$ 1,848,675.00</b>



**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, JK ROSE, after being first duly sworn, depose and state as follows:

- 1. I am an employee of RBS, INC; and,  
(Company Name)
- 2. I do hereby attest that RBS, INC  
(Company Name)

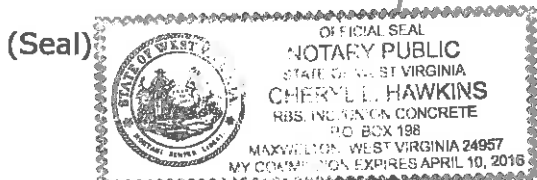
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By: JK Rose  
 Title: General Manager NCDIV/RBS INC  
 Company Name: RBS, INC  
 Date: 4/15/15

Taken, subscribed and sworn to before me this 15<sup>th</sup> day of April, 2015.

By Commission expires April 10, 2016



Cheryle L. Hawkins  
(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.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, RBS, Inc.  
of P.O. Box 490, White Sulphur Springs, WV, as Principal, and Fidelity and Deposit Company of  
Maryland of Baltimore, Maryland, a corporation organized and existing under the laws of the State of   
Maryland with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of five percent of bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Project CRFQ 0313 DEP150000047 Reclamation. Donnie Thorn Highwall - DEP 17111

NOW THEREFORE,

- (a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
9th day of April, 2015.

Principal Corporate Seal

RBS, Inc.  
(Name of Principal)  
By: [Signature]  
(Must be President or  
Vice President)  
Vice- President  
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland  
(Name of Surety)  
By: [Signature]  
-Attorney-in-Fact

**IMPORTANT** - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,  
and a power of attorney must be attached.

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint A. L. STANCHINA, C. David THOMAS, Jeffery O'DELL, Bunnie Marie PERRINE and Robin HUBBARD-SHERROD, all of Charleston, West Virginia, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of A. L. STANCHINA, C. David THOMAS, Janet CANTERBURY, Jeffery O'DELL, Bunnie Marie PERRINE, Robin HUBBARD-SHERROD, dated October 5, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of August, A.D. 2007.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*Frank E. Martin Jr.*

By: *Gregory E. Murray* Assistant Secretary      *Frank E. Martin Jr.* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 1st day of August, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski* Notary Public  
My Commission Expires: July 8, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 9<sup>th</sup> day of APRIL, 2015.

*Lue D. Baird*

*Assistant Secretary*

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV001531

**Classification:**

- ELECTRICAL
- GENERAL BUILDING
- GENERAL ENGINEERING
- HEATING, VENTILATING & COOLING
- PIPING
- PLUMBING
- RESIDENTIAL
- SPECIALTY
- CONCRETE
- MASONRY


R B S INC  
DBA R B S INC  
PO BOX 490  
WHITE SULPHUR SPRINGS, WV 24986-049


**Date Issued**

AUGUST 09, 2014

**Expiration Date**

AUGUST 09, 2015

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

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: RBS INC

Authorized Signature: [Signature] GM RBS INC/CDIV Date: 4/15/15

State of West Virginia

County of Greenbrier, to-wit:

Taken, subscribed, and sworn to before me this 15 day of April, 2015.

My Commission expires April 10, 2016, 2016.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 07/01/2012)*

