



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

Request for Quotation

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| RFQ NUMBER |
| DEP15148 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| CHUCK BOWMAN 304-558-2157 |

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

VENDOR

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SHIP TO

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 09/24/2010 | | | | |

BID OPENING DATE: 10/20/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | JB | | 962-73 | | |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES SPECIAL RECLAMATION MAINTENANCE SERVICES CONTRACT NORTHERN AREA THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER THE SCOPE OF WORK THAT WILL INCLUDE, BUT NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS | | | | | | |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | |
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

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 26416-9998 304-457-3219

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| <p>10/20/2010 BID OPENING TIME 01:30PM</p> <p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> | | | | | | |

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PURCHASING

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BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,

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 OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.

C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL

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| CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: CONTRACTORS LICENSE NO.: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NORTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000. | | | | | | |

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LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE FROM THIS CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AML'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AML MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.

BID BOND: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR A BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF

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| | <p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR</p> | | | | | | |
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ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: CB-23
 RFQ. NO.: DEP15148
 BID OPENING DATE: 10/20/2010
 BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

 CONTACT PERSON (PLEASE PRINT CLEARLY):

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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CONTRACT
FOR
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES
RECLAMATION/MAINTENANCE SERVICES
NORTHERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION
601 57TH STREET
CHARLESTON, WEST VIRGINIA 25304
TELEPHONE 304-926-0499

Maximum Annual Expenditures

This contract shall not exceed \$500,000.00

Maximum Project Expenditures

This contract shall not exceed \$25,000.00 per project

CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all the scope of work required in this contract.

Article 2 - Location of Work-North

The area of work shall include the Northern Counties of West Virginia. The counties listed below are the coal producing counties and those in parenthesis represent where most of the work required in this contract is located.

| | | | |
|-----|--------------|-----|------------|
| 1. | (Hancock) | 15. | (Tucker) |
| 2. | (Brooke) | 16. | (Barbour) |
| 3. | (Ohio) | 17. | (Lewis) |
| 4. | Marshall | 18. | (Braxton) |
| 5. | Wetzel | 19. | (Upshur) |
| 6. | Tyler | 20. | Pocahontas |
| 7. | (Monongalia) | 21. | (Randolph) |
| 8. | (Preston) | 22. | Pendleton |
| 9. | (Marion) | 23. | (Gilmer) |
| 10. | Doddridge | 24. | (Webster) |
| 11. | (Harrison) | 25. | Pleasants |
| 12. | (Taylor) | 26. | Wood |
| 13. | Mineral | 27. | Ritchie |
| 14. | (Grant) | | |

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection, and shall be considered to be the State's authorized representative.

Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 - Delivery

- A. The contractor shall complete the specified maintenance work in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed. A warranty inspection will be conducted on each project during the warranty period. Consideration will be made during the warranty period for unforeseen and unanticipated conditions encountered.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

Article 6 - General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 - Costs and Payments

A. Payment to the contractor will be made on the following basis:

1. Unit Pricing

Item - As directed by the State in specific work directive.

Quantity - As agreed to prior to issuing a Notice to Proceed.

Unit Price - As provided by the Offeror in the proposal.

B. The contractor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the quantities and unit prices approved in the cost estimate for the work directive. Multiple invoices will be accepted on Work Directives with prior approval of the DEP.

Article 8 - Changes in the Contract

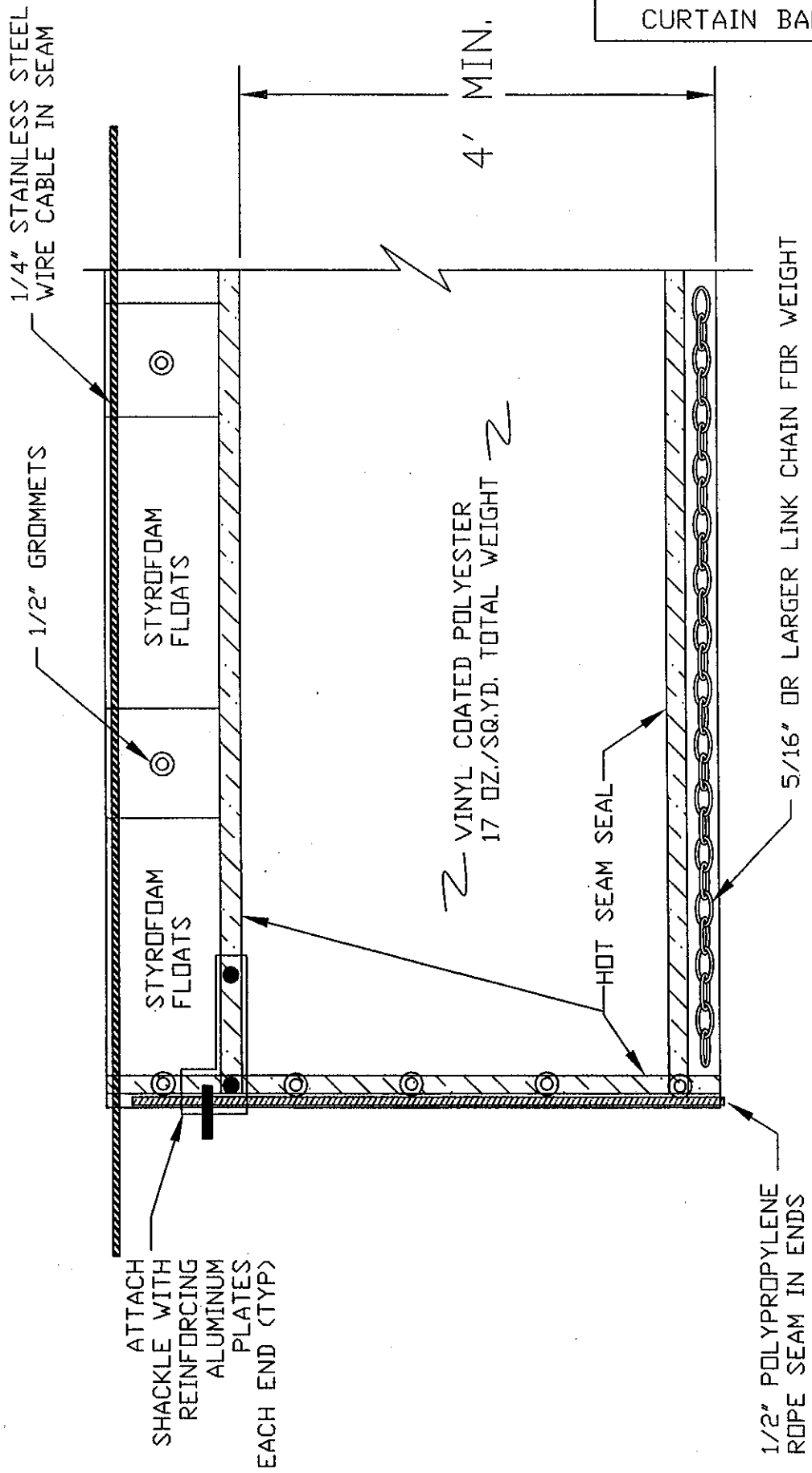
A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly itemized.
- 2) By unit prices stated in the contract documents or subsequently agreed upon.

NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
3. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
4. All equipment used must be in good operable condition and be readily available.
5. All materials must have approval from a DEP representative.
6. Labor for operating equipment and installing materials shall be incidental to each item.
7. Labor - The contractor shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.
8. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

CURTAIN BAFFLE DETAIL



NOTE: THE CABLE MUST EXTEND 10 FEET PAST THE BAFFLE MATERIAL ON EACH END.
 ANY OPENINGS SHALL BE CUT IN THE CURTAINS ON-SITE AT THE DIRECTION OF THE ON-SITE DEP REPRESENTATIVE.

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|--|----------|--|--------------------|----------|
| The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. | | | | |
| 1.0 | 500 HRS | Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. Up to two (2) dozers may be required at separate locations for use in snow removal from access roads during severe weather events. These dozers shall be available on-site within 24 hours of notice. | \$ _____ PER HR | \$ _____ |
| 2.0 | 100 HRS | Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade | \$ _____ PER HR | \$ _____ |
| 3.0 | 200 HRS | Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet | \$ _____ PER HR | \$ _____ |
| 4.0 | 500 HRS | Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket | \$ _____ PER HR | \$ _____ |
| 5.0 | 100 HRS | Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket. | \$ _____ PER HR | \$ _____ |
| 6.0 | 200 HRS | Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower | \$ _____ PER HR | \$ _____ |
| 7.0 | 50 HRS | Truck with Snow Blade, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower | \$ _____ PER HR | \$ _____ |
| 8.0 | 100 HRS | Articulated Truck-Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity | \$ _____ PER HR | \$ _____ |
| 9.0 | 50 HRS | Trash water pump, 3" diameter, gas a/o diesel powered | \$ _____ PER HR | \$ _____ |
| 10.0 | 200 HRS | Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items – per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour) (Billable time not to exceed <u>4</u> hours each way for each piece of equipment transported, but is not limited to actual time required for delivery to site.) | \$ _____ PER HR | \$ _____ |

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|-----------|--|----------------------|----------|
| 11.0 | 500 ACRES | Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Orchard Grass @ 15 lbs/acre Birdsfoot Trefoil ² @ 15 lbs/acre Weeping Lovegrass ³ @ 2 lbs/acre Redtop ⁴ @ 3 lbs/acre Red Clover @ 10 lbs/acre Ky 31 Fescue ⁵ @ 15 lbs/acre Foxtail Millet ³ @ 12 lbs/acre Wheat or Rye ⁴ @ 50 lbs/acre | \$ _____ PER ACRE | \$ _____ |
| 12.0 | 100 ACRES | Seed mixture for Vegetation Enhancement <u>Vegetative Species</u> ¹ <u>Rate/Acre</u> Ky 31 Fescue ⁵ @5 lbs/acre Birdsfoot Trefoil ² @5 lbs/acre Red Clover @5 lbs/acre | \$ _____ PER ACRE | \$ _____ |
| 13.0 | 100 ACRES | Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species</u> ¹ <u>Rate/Acre</u> Black Locust ² @3 lbs/acre (Reference for Item Numbers 11.0, 12.0 and 13.0) 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation. | \$ _____ PER ACRE | \$ _____ |
| 14.0 | 500 TONS | Agriculture Lime - 85% CaCO ₃ /Acre | \$ _____ PER TON | \$ _____ |
| 15.0 | 200 TONS | Fertilizer, 10-20-10 | \$ _____ PER TON | \$ _____ |
| 16.0 | 200 TONS | Mulch, Wood Fiber | \$ _____ PER TON | \$ _____ |
| 17.0 | 200 TONS | Mulch, hay or straw | \$ _____ PER TON | \$ _____ |
| 18.0 | 200 TONS | Stone, 3" to 6", sandstone, delivered to site | \$ _____ PER TON | \$ _____ |
| 19.0 | 200 TONS | Stone, clean 3-1/2" to 1-1/2", limestone, delivered to site | \$ _____ PER TON | \$ _____ |
| 20.0 | 200 TONS | Stone, 1-1/2" crusher run, limestone, delivered to site | \$ _____ PER TON | \$ _____ |

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|---|---------------------|----------|
| 21.0 | 200 TONS | Stone, 3" to 6" riprap limestone, delivered to site | \$ _____ PER TON | \$ _____ |
| 22.0 | 200 TONS | Stone, 4" to 18" riprap limestone, delivered to site | \$ _____ PER TON | \$ _____ |
| 23.0 | 200 TONS | Stone, 12" to 36" riprap limestone, delivered to site | \$ _____ PER TON | \$ _____ |
| 24.0 | 10 EA | HDPE Dual Walled Culvert, 15" diameter/ 20' section | \$ _____ EACH | \$ _____ |
| 25.0 | 10 EA | HDPE Dual Walled Culvert, 24" diameter/ 20' section | \$ _____ EACH | \$ _____ |
| 26.0 | 10 EA | HDPE Dual Walled Culvert, 36" diameter/ 20' section | \$ _____ EACH | \$ _____ |
| 27.0 | 100 LF | Pipe, 12" Solid SDR 35 gasket type PVC | \$ _____ PER LF | \$ _____ |
| 28.0 | 10 EA | 45° elbow, 12" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |
| 29.0 | 10 EA | 90° elbow, 12" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |
| 30.0 | 10 EA | Cap, 12" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |
| 31.0 | 10 EA | Tee, 12" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |
| 32.0 | 100 LF | Pipe, 6" Solid SDR 35 gasket type PVC | \$ _____ PER LF | \$ _____ |
| 33.0 | 100 LF | Pipe, 6" Perforated SDR 35 gasket type PVC | \$ _____ PER LF | \$ _____ |
| 34.0 | 10 EA | Tee, 6" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------------|--|------------------------|-------------|
| 35.0 | 10 EA | Solid end cap, 6" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |
| 36.0 | 10 EA | 45° elbow, 6" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |
| 37.0 | 10 EA | 90° elbow, 6" SDR 35 gasket type PVC | \$ _____ EACH | \$ _____ |
| 38.0 | 100 LBS | Bentonite – Sealer | \$ _____ PER LB | \$ _____ |
| 39.0 | 100 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 | \$ _____ PER SQ. YD | \$ _____ |
| 40.0 | 100 SQ. YDS | Smooth HDPE Geomembrane-Poly-Flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant. Sites which require liner widths wider than available rolls, shall be heat seamed. | \$ _____ PER SQ. YD | \$ _____ |
| 41.0 | | Utility Relocation - At cost - No Bid Item | NO BID ITEM | NO BID ITEM |
| 42.0 | 200 HRS | Laborer - To include basic tools i.e. shovel, chainsaw, drill, weedeater, lawnmower, etc. as needed | \$ _____ PER HR | \$ _____ |
| 43.0 | 5 EA | Wooden Weir – Installed per each (12' x 2' treated 2" lumber with 4" x 4" treated supports, and stainless steel fasteners | \$ _____ EACH | \$ _____ |
| 44.0 | 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 | \$ _____ PER LF | \$ _____ |
| 45.0 | 200 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 | \$ _____ PER CY | \$ _____ |
| 46.0 | 100 CY | Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications | \$ _____ PER CY | \$ _____ |
| 47.0 | 100 TON | Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item. | \$ _____ PER TON | \$ _____ |

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|---|---------------------|----------|
| 48.0 | 200 LF | <p>Floating Baffle Curtain-Five (5) foot total depth Minimum 4 feet depth must be below water line and bottom of floats. 17 ounce/square yard with UV rating, vinyl coated, polyester material, no sewing, all seams heat sealed.</p> <p>Two (2) foot long Styrofoam block for floats in top spaced with grommets in between each block, block size based on depth.</p> <p>1/4 inch stainless steel cable seamed in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water, at each end.</p> <p>5/16 inch chain heat sealed into bottom. Ends shall have 1/2 inch polypropylene rope heat sealed with grommets.</p> <p>At seam below floats on each end, aluminum reinforcing plates shall be attached, and have a shackle for anchorage on pond embankment.</p> <p>Price shall include all labor and materials for installation in pond, as required.</p> | \$ _____ PER LF | \$ _____ |
| 49.0 | 20 DAYS | <p>HDPE 4 inch to 12 inch Pipe Fusion Weld Machine</p> <p>Price shall include all labor and incidental electric power to operate machine.</p> | \$ _____ PER DAY | \$ _____ |
| 50.0 | 100 LF | 4 inch HDPE DR 17 Fusion Pipe (Required for use with Item # 49) | \$ _____ PER LF | \$ _____ |
| 51.0 | 100 LF | 6 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49) | \$ _____ PER LF | \$ _____ |
| 52.0 | 100 LF | 12 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49) | \$ _____ PER LF | \$ _____ |
| 53.0 | 10 EA | 6 inch HDPE Wye (Required for use with Item # 49) | \$ _____ EACH | \$ _____ |
| 54.0 | 10 EA | 6 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49) | \$ _____ EACH | \$ _____ |
| 55.0 | 10 EA | 4 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49) | \$ _____ EACH | \$ _____ |
| 56.0 | 10 EA | 4 inch HDPE Tee (Required for use with Item # 49) | \$ _____ EACH | \$ _____ |
| | | TOTAL | \$ _____ | |

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the 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 _____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title

Surety Corporate Seal

(U)

(V) (Name of Surety)

(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____