



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

Request for Quotation

RFQ NUMBER
 DEP13709

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Byer, Harmon and Johnson
 General Contractors, Inc.
 P O Box 925
 Covington, VA 24426

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/06/2007	10/04/2007		BID	OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>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 AND RESPONSIBLE CONTRACTORS TO AWARD A CONTRACT 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 AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. SCOPE OF WORK WILL INCLUDE, BUT WILL NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF SOUTH EASTERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>PLEASE NOTE THE QUANTITIES SHOWN ON THE BID SCHEDULE ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT INDICATE ACTUAL QUANTITIES THAT MAY BE REQUIRED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Shyla Tuller* TELEPHONE: 540-962-6652 DATE: 10-4-07
 TITLE: VP FEIN: 54-1001424 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Abigail J. J. J.</i>	TELEPHONE 540-962-6610	DATE 10-4-07
TITLE VP	FEIN 54-1001424	ADDRESS CHANGES TO BE NOTED ABOVE

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<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> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>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,</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Shirley J. Holt* TELEPHONE: 340-962-6612 DATE: 10-4-07

TITLE: VP FEIN: 54-1001424 ADDRESS CHANGES TO BE NOTED ABOVE

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				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 OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		
				3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Shirley Taddell* TELEPHONE: 540-962-1418 DATE: 10-4-07
 TITLE: VP FEIN: 54-1001424 ADDRESS CHANGES TO BE NOTED ABOVE

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<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 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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SOUTH EASTERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. FOR PREVAILING WAGE RATES, PLEASE VISIT: HTTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING07.HTM</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>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.</p> <p>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAY-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>ABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR 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.</p> <p>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 OF THE CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Shuler-Jackson* TELEPHONE: 540-962-6612 DATE: 10-4-07
 TITLE: *VP* FEIN: 54-1001724 ADDRESS CHANGES TO BE NOTED ABOVE

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	NO. 4		
	NO. 5		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Byer, Harmon and Johnson General Contractors, Inc.</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Shirley Talbert* TELEPHONE *540-962-6152* DATE *10-4-07*

TITLE *VP* FEIN *54-1001424* ADDRESS CHANGES TO BE NOTED ABOVE

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				CONTRACTORS LICENSE NO.: .W.V.028625.....		
<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, 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 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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				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 REQ. NO.: DEP13709 BID OPENING DATE: 10/04/2007 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 540-962-8258 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- John Brown Harris ----- ***** THIS IS THE END OF RFQ DEP13709 ***** TOTAL: \$ 1,086,880.00						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Shula Judd* TELEPHONE: 540-962-6112 DATE: 10-4-07
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BUYER CB-23	PAGE 015	REQ. OR PC NO. DEP13709
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

BID SCHEDULE

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	200 HRS	Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade	\$ <u>192.00</u> PER HR	\$ <u>38,400.00</u>
2.0	200 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ <u>137.00</u> PER HR	\$ <u>27,400.00</u>
3.0	200 HRS	Crawler Dozer-Caterpillar D3G LGP or equiv. with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ <u>74.00</u> PER HR	\$ <u>14,800.00</u>
4.0	200 HRS	Crawler Dozer-Caterpillar D5G LGP or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ <u>74.00</u> PER HR	\$ <u>14,800.00</u>
5.0	100 HRS	Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket	\$ <u>76.00</u> PER HR	\$ <u>7,600.00</u>
6.0	100 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$ <u>52.00</u> PER HR	\$ <u>5,200.00</u>
7.0	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ <u>108.00</u> PER HR	\$ <u>21,600.00</u>
8.0	200 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.	\$ <u>165.00</u> PER HR	\$ <u>33,000.00</u>
9.0	100 HRS	Wheel loader-Caterpillar 988B or equiv. with 375 minimum flywheel horsepower, 7 cubic yard minimum bucket	\$ <u>128.00</u> PER HR	\$ <u>12,800.00</u>
10.0	100 HRS	Truck, Off-Highway, Caterpillar 769 or equiv. 400 H.P. with minimum 35 ton capacity	\$ <u>135.00</u> PER HR	\$ <u>13,500.00</u>
11.0	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ <u>108.00</u> PER HR	\$ <u>10,800.00</u>
12.0	100 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ <u>93.00</u> PER HR	\$ <u>9,300.00</u>
13.0	100 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)	\$ <u>150.00</u> PER HR	\$ <u>15,000.00</u>

BID SCHEDULE

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14.0	100 ACRES	*Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Birdsfoot Trefoil ² @ 15 lbs/acre Redtop ⁴ @ 3 lbs/acre Ky 31 Fescue ⁵ @ 15 lbs/acre Wheat or Rye ⁴ @ 50lbs/acre Orchard Grass @ 15 lbs/acre Weeping Lovegrass ³ @ 2 lbs/acre Red Clover @ 10 lbs/acre Foxtail Millet ³ @ 12 lbs/acre	\$ 300. ⁰⁰ PER ACRE	\$30,000. ⁰⁰
15.0	100 ACRES	*Seed mixture for Vegetation Enhancement <u>Vegetative Species</u> ¹ <u>Rate/Acre</u> Birdsfoot Trefoil ² @5 lbs/acre Ky 31 Fescue ⁵ @5 lbs/acre Red Clover @5 lbs/acre	\$ 90. ⁰⁰ PER ACRE	\$9,000. ⁰⁰
16.0	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. 14.0, 15.0 & 16.0) 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.	\$ 24. ⁰⁰ PER ACRE	\$2,400. ⁰⁰
17.0	500 TONS	Agriculture Lime - 85% CaCO ₃	\$ 96. ⁰⁰ PER TON	\$48,000. ⁰⁰
18.0	200 TONS	Fertilizer, 10-20-10	\$ 600. ⁰⁰ PER TON	\$120,000. ⁰⁰
19.0	200 TONS	Fertilizer, 18-46-0	\$ 720. ⁰⁰ PER TON	\$144,000. ⁰⁰
20.0	200 TONS	Mulch, Wood Fiber	\$ 828. ⁰⁰ PER TON	\$165,600. ⁰⁰
21.0	200 TONS	Mulch, hay or straw	\$ 1092. ⁰⁰ PER TON	\$218,400. ⁰⁰
22.0	200 TONS	Stone, 2" sandstone, delivered to site	\$ 24.30 PER TON	\$4,860. ⁰⁰
23.0	200 TONS	Stone, shot limestone, delivered to site	\$ 26.80 PER TON	\$5,360. ⁰⁰

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

BID SCHEDULE

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
24.0	200 TONS	Stone, Type 3 - Rip-Rap Limestone 36" x 6", delivered to site	\$ <u>27.80</u> PER TON	\$ <u>5560.</u> ⁰⁰
25.0	200 TONS	Stone, Type 2 - Rip-Rap Limestone 30" x 6", delivered to site	\$ <u>27.80</u> PER TON	\$ <u>5560.</u> ⁰⁰
26.0	200 TONS	Stone Type 1 - Rip-Rap Limestone 12" x 3", delivered to site	\$ <u>27.80</u> PER TON	\$ <u>5560.</u> ⁰⁰
27.0	200 TONS	Stone, Gabion Limestone 4" x 8", delivered to site	\$ <u>24.30</u> PER TON	\$ <u>4860.</u> ⁰⁰
28.0	200 TONS	Stone, Limestone 2", delivered to site	\$ <u>24.30</u> PER TON	\$ <u>4860.</u> ⁰⁰
29.0	200 TONS	Stone, No. 57 Limestone, delivered to site	\$ <u>24.30</u> PER TON	\$ <u>4860.</u> ⁰⁰
30.0	200 TONS	Limestone, crusher run, delivered to site	\$ <u>22.50</u> PER TON	\$ <u>4500.</u> ⁰⁰
31.0	200 TONS	Limestone Sand 97% CaCO ₃ 16 Mesh (Glass Factory Limestone Sand) with particle size of 0% retained on a #12 mesh screen, 20% maximum retained on a 20 mesh screen and 20% maximum passing a #70 mesh screen, delivered to the site	\$ <u>7.80</u> PER TON	\$ <u>1560.</u> ⁰⁰
32.0	100 LF	Pipe, 12" schedule 40 P.V.C.	\$ <u>.15</u> PER LF	\$ <u>15.00</u>
33.0	10 EA	Pipe, 12" 45° Schedule 40	\$ <u>184.83</u> EACH	\$ <u>1,848.30</u>
34.0	10 EA	Pipe, 12" 90° Schedule 40	\$ <u>127.72</u> EACH	\$ <u>1,277.20</u>
35.0	10 EA	Pipe, 12" Cap Schedule 40	\$ <u>68.30</u> EACH	\$ <u>683.</u> ⁰⁰
36.0	10 EA	Pipe, Tee, 12" Schedule 40 P.V.C.	\$ <u>368.64</u> EACH	\$ <u>3686.</u> ⁴⁰
37.0	100 LF	Pipe, 6" Solid Schedule 40 Pipe	\$ <u>4.18</u> PER LF	\$ <u>418.</u> ⁰⁰
38.0	100 LF	Pipe, 6" Perforated Schedule 40 Pipe	\$ <u>6.39</u> PER LF	\$ <u>639.</u> ⁰⁰

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BID SCHEDULE

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
39.0	100 LBS	Bentonite - Sealer	\$ <u>6.85</u> PER LB	\$ <u>685.00</u>
40.0	10 EA	Pipe, 6" "T" Schedule 40	\$ <u>38.62</u> EACH	\$ <u>386.00</u>
41.0	10 EA	Pipe, 6" Screw on Cap Schedule 40	\$ <u>18.06</u> EACH	\$ <u>180.60</u>
42.0	10 EA	Pipe, 6" solid end cap Schedule 40	\$ <u>16.40</u> EACH	\$ <u>164.04</u>
43.0	10 EA	Pipe, 6" 45° Schedule 40	\$ <u>59.00</u> EACH	\$ <u>590.00</u>
44.0	10 EA	Pipe, 6" Connector Schedule 40	\$ <u>10.42</u> EACH	\$ <u>104.28</u>
45.0	10 EA	Pipe, 6" 90° Schedule 40	\$ <u>26.05</u> EACH	\$ <u>260.50</u>
46.0	10 EA	Pipe, 6" 22-1/2° Schedule 40	\$ <u>23.84</u> EACH	\$ <u>238.44</u>
47.0	10 EA	HI-Q Corrugated Culvert 12" - 20' section	\$ <u>6.33</u> EACH	\$ <u>63.30</u>
48.0	10 EA	HI-Q Corrugated Culvert 18" - 20' section	\$ <u>12.24</u> EACH	\$ <u>122.40</u>
49.0	10 EA	HI-Q Corrugated Culvert 24" - 20' section	\$ <u>18.93</u> EACH	\$ <u>189.30</u>
50.0	100 HRS	Water Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ <u>13.68</u> PER HR	\$ <u>1,368.00</u>
51.0	100 HRS	Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting	\$ <u>13.68</u> PER HR	\$ <u>1,368.00</u>
52.0	100 HRS	Trash/Sludge High Head/High Volume Pump - 6" dia. Gas a/o DSL powered with trailer mounting. Godwin HL5M Dri - Prime type or equivalent	\$ <u>25.32</u> PER HR	\$ <u>2,532.00</u>
53.0	100 HRS	Water Pump 4" Dia. gas a/o DSL powered	\$ <u>8.40</u> PER HR	\$ <u>840.00</u>
54.0	100 HRS	Water Pump 3" Dia. gas a/o DSL powered	\$ <u>5.76</u> PER HR	\$ <u>576.00</u>

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BID SCHEDULE

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
55.0	100 HRS	Water Pump 2" Dia. gas a/o DSL powered	\$ <u>5.04</u> PER HR	\$ <u>504.00</u>
56.0	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	\$ <u>.57</u> PER SQ. YD	\$ <u>57.00</u>
57.0	100 SQ. YDS	Smooth HPDE Geomembrane – Poly-Fex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant.	\$ <u>2.26</u> PER SQ. YD	\$ <u>226.00</u>
58.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
59.0	200 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval	\$ <u>33.00</u> PER HR	\$ <u>6,600.00</u>
60.0	5 EA	Wooden Weir – Installed per each (8' x 2' treated 2" lumber with 4" treated supports)	\$ <u>80.00</u> EACH	\$ <u>400.00</u>
61.0	10 EA	Wooden Fence – Installed per each (8' x 4' treated 2" lumber with 4" x 4" treated supports)	\$ <u>108.69</u> EACH	\$ <u>1,086.90</u>
62.0	100 HRS	Truck with snow blade; minimum ¾ ton pickup with 8-foot wide snow blade	\$ <u>60.00</u> PER HR	\$ <u>6,000.00</u>
63.0	100 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	\$ <u>1.83</u> PER LF	\$ <u>183.00</u>
64.0	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	\$ <u>179.56</u> PER CY	\$ <u>17,956.00</u>
65.0	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ <u>210.07</u> PER CY	\$ <u>21,007.00</u>
66.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ <u>49.86</u> PER TON	\$ <u>4,986.00</u>
67.0	100 EACH	Haybales (not to exceed a max of \$5.00 per bale) Haybales will be provided on-site, installed and staked per standard OSR technical specifications.	\$ <u>5.00</u> PER EACH	\$ <u>500.00</u>
		TOTAL		\$ <u>4,086,580.70</u>

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BID SCHEDULE

WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. Quantities are for bidding purposes only.
3. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
4. 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.
5. All equipment used must be in good operable condition and be readily available.
6. All materials must have approval from a DEP representative.
7. Labor for operating equipment and installing all materials shall be incidental to each item.
8. 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.
9. All pipe and fitting are delivered price.
10. A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

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WV-36 STATE OF WEST VIRGINIA
Rev. 02/97 PURCHASING CONTINUATION SHEET
VENDOR:

CONTRACT

FOR

DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION SITES
RECLAMATION/MAINTENANCE SERVICES
SOUTH EASTERN COUNTIES

ISSUING OFFICE

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND RESTORATION/OFFICE OF SPECIAL RECLAMATION
601 57th STREET, S.E.
CHARLESTON, WEST VIRGINIA 25304

TELEPHONE 304-926-0499

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WV-36 STATE OF WEST VIRGINIA
 Rev. 02/97 PURCHASING CONTINUATION SHEET
 VENDOR:

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-South Eastern Counties

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

- | | |
|---------------|---------------|
| 1. Greenbrier | 5. (Nicholas) |
| 2. Summers | 6. (Fayette) |
| 3. (Raleigh) | 7. (Mercer) |
| 4. (McDowell) | 8. (Wyoming) |

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.

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VENDOR:

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, permit number, 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 reclamation/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. Such inspection will, among other things, ensure technical compliance.
- 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.

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WV-36 STATE OF WEST VIRGINIA
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VENDOR:

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.

Estimated Quantity - As agreed to prior to issuing a Notice to Proceed on the Work Directive. Payment is to be actual quantity used, not to exceed the estimated quantity approved in the work directive.

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 actual quantities used at the unit prices approved as provided by the Offeror in the proposal. Multiple invoices on projects in excess of \$25,000.00 will be accepted. Projects under \$25,000 must be invoiced only once, unless prior approval of the DEP is obtained.

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 documented (itemized)
- 2) By unit prices (negotiated)

All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

* Labor - The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

**BYER, HARMON & JOHNSON,
GENERAL CONTRACTORS, INC.**

WV 028625

State of West Virginia
Department of Administration
Purchasing Division
2019 Wash. St. East
P.O. Box 50130
Charleston, WV 25305-0130

03 October 07

Re: RFQ DEP13709

Gentlemen:

We are pleased to have the opportunity to bid WVDEP Special Reclamation.

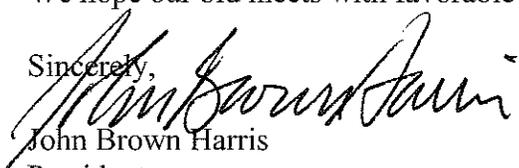
The owners and officers of our company are West Virginia residents and have extensive experience in the coal industry.

We have successfully completed numerous mining and reclamation projects, from initial construction thru final Phase III release. We have been involved with water treatment facilities, passive system design and implementation, and other mine related projects for over thirty years. We are very familiar with WVDEP Regulations as well as the Clean Water Act.

Our current equipment fleet includes several long reach excavators (Caterpillar 330C with 60ft. reach, dredging bucket, rock bucket, & hydraulic thumb) as well as articulated rock trucks and highway rock body tandem dump trucks.

We hope our bid meets with favorable review.

Sincerely,


John Brown Harris
President

904 VALLEY RIDGE ROAD P.O. BOX 925 COVINGTON, VA 24426
O: 540 962 6612 F: 540 962 8258
JHARRIS@BHJGC.COM

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV028625

Classification:

GENERAL BUILDING

BYER HARMON & JOHNSON GENERAL CONTR
PO BOX 925
COVINGTON, VA 24426-0116

Date Issued

AUGUST 20, 2007

Expiration Date

AUGUST 20, 2008

Authorized Company Signature

Michael A. Carl

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 being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



4700 MacCorkin Ave., S.E., Charleston, West Virginia 25304

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10017029-03
POLICY NUMBER: WC10017029-04

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED:

BYER HARMON & JOHNSON GENERAL CONTRACTOR
PO BOX 925
COVINGTON, VA 24426-0000

PRODUCER:

MORGAN & MORGAN INC
PO BOX 129
RONCEVERTE, WV 24970

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 07/04/2007 to 07/04/2008 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
WEST VIRGINIA

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

BODILY INJURY BY ACCIDENT :	\$100,000	EACH ACCIDENT
BODILY INJURY BY DISEASE :	\$500,000	POLICY LIMIT
BODILY INJURY BY DISEASE :	\$100,000	EACH EMPLOYEE

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:
See West Virginia Limited Other States Insurance Endorsement WC 99 03 05

D. This policy includes these endorsements and schedules:

SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 07/12/2007
ISSUING OFFICE: Charleston, WV
PRODUCER: MORGAN & MORGAN INC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2007

PRODUCER (540)389-2327 FAX (540)389-5901
Humphrey Stump & Haynie Insurance
100 E. Main Street
P.O. Box 3205
Salem, VA 24153

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE NAIC #

INSURED Byer Harmon & Johnson General Contractors, Inc.
P.O. Box 925
Covington, VA 24426-0925

INSURER A: Cincinnati Insurance Company 10677

INSURER B: AIG

INSURER C: Arch Specialty Insurance Comp.

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPP0872957	10/01/2005	10/01/2008	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP0872957	10/01/2005	10/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CPP0872957	10/01/2005	10/01/2008	EACH OCCURRENCE \$ 5,000,000
		DEDUCTIBLE RETENTION \$				AGGREGATE \$ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC6592486	10/12/2007	10/12/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 1,000,000
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Pollution Liability	12CPL4379901	10/01/2007	10/01/2008	Limit-\$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

WEST VIRGINIA ENVIRONMENTAL PROTECTION
601 57TH ST SE
CHARLESTON, WV 25304

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cecelia Long

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ZH9N2456



FIRST NATIONAL BANK
RONCEVERTE, WV LEWISBURG, WV COVINGTON, VA
HOT SPRINGS, VA
www.fnwv.com

181078

0035

69-155/615

DATE October 04, 2007

PAY TO THE ORDER OF STATE OF WEST VIRGINIA

\$ *5,000.00*

Security features are included. Details on back.

First National Bank **\$5,000 DOL 00 CTS**

DOLLARS

ACCOUNT OPENED 1 YR. +

AUTH. SIG.

FOR YER HARMON & JOHNSON

OFFICIAL CHECK

Cherie R Brown MP

BID BOND

