



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
DEP13710

PAGE
1

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		1,596,298 ⁰⁰
<p>RECLAMATION: RESTORATION OF LAND</p> <p>SPECIAL RECLAMATION/BOND FORFEITURE PROJECT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF FALCON LAND COMPANY, NOW UNDER REVOKED PERMIT NUMBER(S) P-656. THIS SITE CONSISTS OF APPROXIMATELY 30 ACRES AND IS LOCATED NEAR FENWICK, WV IN NICHOLAS COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 02/26/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: STARTING AT THE FENWICK POST OFFICE, TAKE STATE ROUTE 20 SOUTH FOR 100 FEET TO THE INTERSECTION OF STATE ROUTE 20 AND STATE ROUTE 39. TAKE STATE ROUTE 20 SOUTH FOR APPROXIMATELY 0.3 MILE AND TURN LEFT ONTO COUNTY ROUTE 39/14 (SAXMAN ROAD). TRAVEL 4.5 MILES AND TURN LEFT ONTO THE MINE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Meike S. Fushour</i>	372-4378	3-25-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABC
PRESIDENT	55-0762758	

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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
DEP13710

PAGE
2

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

VENDOR

*604150016 304-372-4378
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
116 INDUSTRIAL DRIVE
OAK HILL, WV
25901 **304-465-1911**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</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 NICHOLAS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</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>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S Freshour</i>	TELEPHONE 372-4378	DATE 3-25-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DEP13710

PAGE
3

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

***604150016 304-372-4378**
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
116 INDUSTRIAL DRIVE
OAK HILL, WV
25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF THIS CONTRACT:</p> <p>(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.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. 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. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE 372-4378	DATE 3-25-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 DEP13710

PAGE
 4

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218

 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: CONTRACTORS NAME - <i>EAGLE EXCAVATION INC.</i> CONTRACTORS LICENSE NO. - <i>W.V.032594.....</i></p> <p>THE SUCCESSFUL BIDDER IS REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-25-08</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DEP13710

PAGE
5

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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 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 SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>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.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Maika S Freshour</i>	372-4378	3-25-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0762758	

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



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
 DEP13710

PAGE
 6

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

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
2.						
<p>THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p> <p>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,</p> <p>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.</p>						
3.						
<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p>						
<p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Meike S. Freshour</i>	TELEPHONE	372-4378	DATE	3-25-08
TITLE	PRESIDENT	FEIN	55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFO NUMBER
 DEP13710

PAGE
 7

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED 02/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 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>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meile D Frushon</i>	TELEPHONE 372-4378	DATE 3-25-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 DEP13710

PAGE
 8

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED 02/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p style="text-align: center;">DEP13710</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE <i>372-4378</i>	DATE <i>3-25-08</i>
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 DEP13710

PAGE
 9

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2008				

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.. Mike S. Freshour SIGNATURE</p> <p>.. EAGLE EXCAVATION, INC. COMPANY</p> <p>..... 3-25-08 DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mike S. Freshour</i>	TELEPHONE 372-4378	DATE 3-25-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 DEP13710

PAGE
 10

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

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATING INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED 02/07/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 03/25/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13710</p> <p>BID OPENING DATE: 03/25/2008</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- (304) 372-4378 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>----- MELIKE D. FRESHOUR -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Melike D Freshour</i>	TELEPHONE 372-4378	DATE 3-25-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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

BUYER CB-23	PAGE 011	REQ. OR PO NO. DEP13710
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

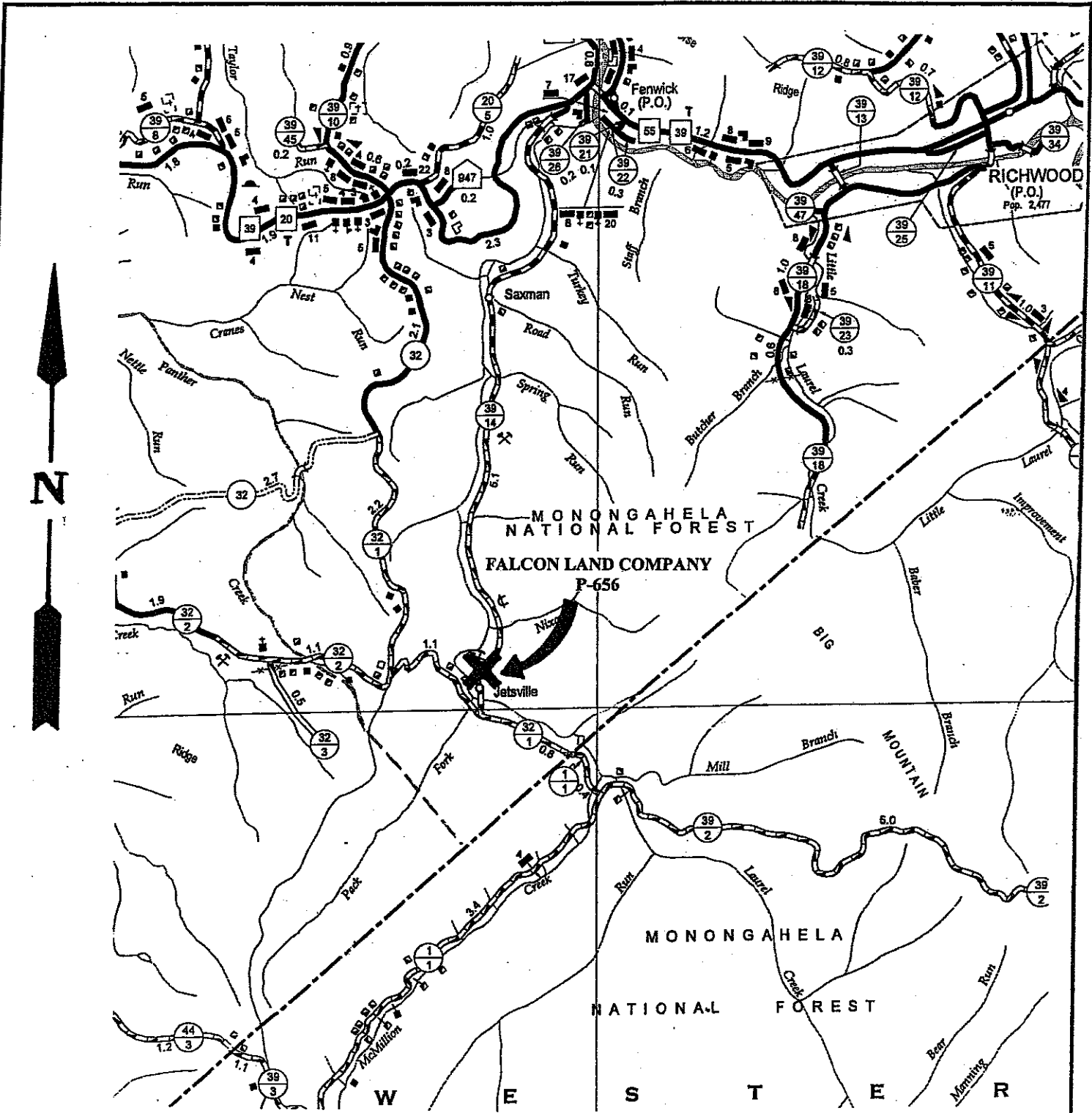
DIRECTIONS

STARTING AT THE FENWICK POST OFFICE, TAKE STATE ROUTE 20 SOUTH FOR 100 FEET TO THE INTERSECTION OF STATE ROUTE 20 AND STATE ROUTE 39. TAKE STATE ROUTE 20 SOUTH FOR APPROXIMATELY 0.3 MILES AND TURN LEFT ONTO COUNTY ROUTE 39/14 (SAXMAN ROAD). TRAVEL 4.5 MILES AND TURN LEFT ONTO THE MINE SITE.

SPECIAL RECLAMATION	
FALCON LAND COMPANY P-656	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO.:

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

BUYER PAGE CB-23 112	REQ. OR PO NO. DEP13710
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION	



LOCATION MAP

OFFICE OF SPECIAL RECLAMATION FALCON LAND COMPANY P-656	
SCALE: N/A	DRAWN BY:
DATE:	PROJECT NO:

BUYER- CB-23	PAGE 013	REQ. OR PO NO. DEP13710
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful reclamation of Falcon Land Company, Permit P-656, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item # 3.0. If, fuel and lubricants are to be stored on site, bid item # 2.0 shall be in place before fuel is delivered. Project sign shall be constructed and erected in accordance with attached specifications. The sign shall be maintained during the construction activities and through the life of the warranty period. Sign cost is a No Bid Item and included with mobilization cost. No work shall be authorized or allowed at site until sign is constructed and erected on site and approved by DEP.
2. Storm water management in the form as described in bid item # 10.0 shall be installed.
3. Concurrent and continuous reclamation shall be maintained throughout the life of the project. Backfill is required for all areas. Regrading and topsoiling are required for all areas. Revegetation and soil improvements are required for all areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construction stakeout as necessary to carry out work. (Bid Item # 6.0) Note: A closed loop survey and profile of the relative locations and elevations of the Aqua Fix Facilities, seep collection underdrains, manholes, conveyance pipelines, ditches, and ponds with construction layout stakes shall be completed for each area prior to construction activities and must be submitted to the DEP Agent on site for review by the WV DEP before any other work can be done on site.
5. Check for and locate all utilities within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
6. Remove any and all debris from site. Contractor must provide documentation of proper disposal.

AREA A (REFUSE AREA)

7. Construct Aqua-Fix Number One (1) Treatment Facility. This shall consist of a "Aqua-Fix" system Model MS-SM-OA-20 with a 60:1 gear box. This facility will include the construction and installation of the concrete foundation, water intake line, 20 ton silo, steel enclosure, water drive lines and supplying a crane for lifting and setting the unit and silo. Note: This includes the concrete water and lime mixing flume, installing a four (4) inch diameter HDPE DR 17 "water power" drive supply line to the aqua-fix from manhole number one (1). The four (4) inch line shall be buried and all joints must be fused on site.

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/OFFICE OF SPECIAL RECLAMATION

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

8. Note: The construction of all water treatment facilities on this project must be tested and found to be completely functional. The WV DEP representative must be present during the testing procedures for acceptance and payment of these items. The items of this requirement include Aqua-Fix Water Treatment System, HDPE pipelines, ponds, valves, and manholes. They are to collect, hold, convey, treat and discharge water as designed. The HDPE pipelines are to hold pressure without leaking and the valves are to open and shut off without leaking. Ponds shall be over excavated and lined with one (1) foot of the best available clay type soil material on site. All ponds, including existing ponds to be cleaned, shall hold water and not leak. (See detail plans and specifications).
9. Note: The concrete mixing flume in the foundation of the Aqua-Fix Unit Number One (1) shall have a section of 12 inch HDPE DR17, at both the inlet and outlet ends, grouted in at a level that allows the flowline of the pipe to match the flowline of the flume and to allow backfilling of the foundation. The outlet pipe shall extend to a length beyond structure that will provide enough vertical distance to allow the placement of a five (5) gallon bucket under the outlet to retrieve an accurate flow reading.
10. Note: The Aqua-Fix Water Treatment Facilities Number One (1) and Number Two (2) concrete foundation's water and lime mixing flumes shall have recessed into the floor a standard one (1) inch steel floor grating covering the flume for safety purposes. The lime discharge chute, water drive wheel and the two (2) inch diameter by-pass line shall be custom fitted into the floor grating. The one (1) inch floor grating shall be removable in sections and not cast-in-place as to allow access to flume.
11. Note: The "Aqua-Fix Water Treatment" mechanisms shall have one (1) common standard "grease bib" to facilitate maintenance located in an easily accessible area and are to have rubber grease hoses and direct connections with pipe fittings. Grease hose snap on fittings are not acceptable connections.
12. Note: All stainless steel knife valves, connecting bolts, flat washers, and nuts shall be "316 Grade" stainless steel. All bolted connections shall be equipped with a red rubber gasket. A waterproof "anti-seize" lubricant shall be applied to all nuts and bolts during installation.
13. Note: All HDPE pipe on this project shall be fused on site and the joints shall not leak. All water and/or sludge lines shall have a minimum of 2 feet of soil cover to protect from freezing and from damage from equipment.
14. The existing "temporary" Aqua-Fix unit shall be moved downstream of its current location, replumbed with drive water and temporary access provided to allow treatment until construction of Aqua-Fix Number One (1) is completed.
15. Note: Priority must be given to the completion of Aqua-Fix Number One (1) and the associated seep collection drain, manhole number one (1), drivelines, Water Collection Dam, and Access Roads One (1), Two (2), and Three (3). Contractor shall focus effort and equipment in these areas to have these items installed and functioning as soon as possible.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

- ✓ 16. Construct a seep collection Underdrain Number One (1) approximately 4 feet x 4 feet x 140 feet. This seep collection drain shall be constructed of sandstone and will collect AMD seepage to drive Aqua-Fix Number One (1). The surface runoff water from the existing bench will be directed to bypass this collection drain running into Ditch 2 and Ditch 3. A compacted clay type dike shall be constructed to contain the "AMD" seepage as part of the seep collection drain. The sandstone seep collection drain will be 4 feet thick by 4 feet by 140 feet long, with a perforated 12 inch diameter HDPE DR 17 pipe collecting the seepage and a solid 12 inch diameter HDPE DR 17 pipe conveying the seepage to a concrete manhole number one (1). Where the pipes enter and leave the manhole shall be sealed with Hydraulic Grout. See details and specifications.
- ✓ 17. Install a prefabricated five (5) foot deep by five (5) foot diameter concrete manhole number one (1) with a twenty-four (24) inch diameter light weight cast iron lid. (See attached details and specifications) **NOTE: All manholes on this project shall be equipped with a six (6) inch HDPE DR17 drain pipe located in the bottom of the manhole, and equipped with a stainless steel knife valve. The six (6) inch pipe shall drain into Ditch 1 at this location.**
- ✓ 18. Install a four (4) inch HDPE DR17 drive line for Aqua-Fix Number One (1). The drive line shall run from the manhole number one (1) to the Aqua-Fix Number One (1). The intake end of the drive line shall be plumbed into the manhole number one (1) with the top of the pipe six (6) inches below the elevation of the discharge pipe flow line from the seep collection drain and sealed with hydraulic grout to assure no leakage. Approximately fifteen (15) linear feet of twelve (12) inch HDPE DR17 discharge line shall be installed to carry excess water from manhole number one (1) to Ditch 1. The discharge line shall be plumbed into manhole number one (1) at the same elevation of the discharge pipe from the seep collection underdrain. **NOTE: Intake end of the drive line shall be equipped with rust resistant screens. The four (4) inch drive line shall extend up through the floors/foundations of the Aqua-Fix unit and shall be equipped with a four (4) inch stainless steel knife valve to allow it to discharge into the trough and shall also have a two (2) inch HDPE to stainless steel threaded pipe transition stubbed up vertically to drive the Aqua-Fix Number One (1). The seep collection drain number one (1), manhole number one (1), and HDPE lines shall be incidental to and included in bid item Aqua-Fix Number One (1) "Water Intake Lines". (See Details and Specification)**
19. Note: The Hydraulic Grout used on this project shall be Rutland Water Stopper Hydraulic and Anchoring Cement or equivalent. The specifications are as follows: Product is a dry cement mix which sets in 3 to 5 minutes after mixing with water. Base: Proprietary cement mixture. Color: Gray. Set Time at 77 degrees: Approximately 5 minutes. Ultimate Compressive Strength: 6,200 psi.
- ✓ 20. Construct Ditch 1, approximately 50 linear feet, starting at the 12 inch discharge line from the manhole number one (1) and ending at the twelve (12) inch HDPE pipe that is grouted into the upstream end of the mixing flume in the Aqua-Fix Number One (1) foundation.
- ✓ 21. Note: All Ditches, Ponds, and Spillways on this project shall be over excavated to allow for the placement of one (1) foot of clay type material to seal and cover any black/refuse type material encountered.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

22. Construct Ditch 2, approximately 90 linear feet. This ditch picks up the existing western bench surface drainage and conveys it past the seep collection drain and discharges into Ditch One (1).
Note: The existing bench to the west of the seep collection drain shall be graded to drain to Ditch 2.
23. Construct Ditch 3, approximately 90 linear feet. This ditch picks up the existing eastern bench surface drainage conveys it past the seep collection drain and also discharges into Ditch One (1).
24. Construct a concrete Water Collection Dam in the existing Diversion Ditch. The dam shall have (1) one 4 inch diameter HDPE DR 17 pipeline run to manhole number one (1). **The four (4) inch HDPE line shall be equipped with a stainless steel four (4) inch knife valve to allow it to discharge into manhole number one (1) and shall be equipped with a flanged end, stainless steel flange backup-ring, stainless steel bolts, nuts, washers and a stainless steel screen with approximately one half (1/2) inch openings on its inlet end. (See Details and Specifications)**
NOTE: Cost of four (4) inch HDPE DR17 pipeline, stainless steel knife valve, stainless steel screen flanged end, backup ring, stainless bolts, nuts, and washers are incidental to and included in Water Collection Dam bid item.
25. Construct approximately 520 linear feet of new subgrade and upgrade an additional 260 linear feet of Access Road 2 and place woven road stabilization fabric and six (6) inches of crusher run limestone to a 20 foot finished running width. This shall include the installation of three 18 inch diameter, 40 foot length, HDPE DR17 culverts. The existing road ditch shall be cleaned, graded, moved and extended to accommodate the approximate 260 linear feet to be upgraded. The finished grade of Access Road Two (2) shall be adjusted to provide a "level" access into the Aqua-Fix steel enclosure.
Note: Cost of culverts are incidental to and included in Access Road Two (2) Bid Item. (See details and specifications)
26. Upgrade approximately 1600 linear feet of Access Road Three (3) by grading, installing woven road stabilization fabric and placing six inches of crusher run limestone to a 12 foot running width. Access Road Three (3) shall be graded to drain to Ponds One (1), Two (2), Three (3), and Four (4). **(See Details and Specifications)**
27. Upgrade approximately 3550 linear feet of Access Road One (1) by grading, installing road stabilization fabric and placing six inches of crusher run limestone to a 12 foot running width. Existing ditch shall be cleaned, as necessary, to provide drainage for Access Road One (1).
28. Construct Grouted Rip-Rap Ditch Four (4), approximately 160 linear feet, starting at the discharge of Aqua-Fix Number One (1) and ending at Pond One (1).
29. Construct approximately 400 linear feet of six (6) inch HDPE DR 17 Pond One (1) sludge line. This line shall begin between Access Road Three (3) and Pond One (1) and shall terminated after passing through the constructed headwall at sludge cell A.
30. Construct approximately 600 linear feet of 6 inch HDPE DR 17 Pond Two (2) sludge line. This line shall begin between Access Road Three (3) and Pond Two (2) and shall terminated after passing through the constructed headwall at sludge cell A.

BUYER CB-23	PAGE 17	REQ. OR PO NO. DEP13710
SPENDING UNIT		
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

31. Construct approximately 900 linear feet of 6 inch HDPE DR 17 Pond Three (3) sludge line. This line shall begin between Access Road Three (3) and Pond Three (3) and shall terminated after passing through the constructed headwall at sludge cell A.
32. Construct approximately 925 linear feet of 6 inch HDPE DR 17 Pond Four (4) sludge line. This line shall begin between Access Road Three (3) and Pond Four (4) and shall terminated after passing through the constructed headwall at sludge cell A.
33. **Note: Both ends of all sludge lines on this project shall be equipped with flanged ends, stainless steel flange backup rings, HDPE caps, rubber gaskets, and stainless steel nuts, bolts, and washers. The orientation of the end located at each pond shall be reviewed and approved by the DEP agent on site.**
34. **Note: All stainless steel knife valves on this project shall be enclosed in a valve box of the round plastic meter box type covered with an insulation pad and metal cover.**
35. Construct approximately 35 linear feet of Ditch Five (5) starting at the sludge cell A headwall and terminating at the bottom of Sludge Cell A. The existing road around the sludge cells shall be maintained after construction.
36. Upgrade Sludge Cell B by regrading the two dikes between Sludge Cell A and Sludge Cell B, to enlarge Sludge Cell B and create a single berm with a top width of 12 feet.
37. Construct Sludge Cell E, approximately 8 feet deep, 75 feet wide, and 175 feet long at water storage level. The existing exit channel from Sludge Cell D shall be extended as necessary to become the entrance channel for Sludge Cell E. Two (2) small existing sludge cells shall be eliminated by regrading during the construction of sludge cell "E".
38. **Note: The top of the berms, inside slopes, and outside slopes of existing and constructed sludge cells shall have a minimum of two inches of soil cover over any black/refuse material and be revegetated.**
39. Construct approximately 350 linear feet of Sludge Cell E Spillway. The spillway starts at the inside bottom of Sludge Cell E, runs though the existing road sump, and discharges into the existing rock flume.
40. **Note: All end caps, clean outs and valves shall be provided a "full face" style red rubber gasket to prevent pressure leaks.**
41. Construct a four (4) inch HDPE DR 17 "Area A Recirculation Line". "Area A Recirculation Line will extend from the middle of Pond Four (4) to Manhole Number One (1) above Aqua-Fix Number One (1). This recirculation line shall have a three (3) foot deep submerged inlet in Pond One (1) and shall be a siphon that will gravity start and discharge into pond 4 at the AMD seeps along its back side.

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/OFFICE OF SPECIAL RECLAMATION

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

A four (4) inch "Y" clean out shall be installed between Access Road 3 and the edge of Ponds Four (4), Three (3), Two (2), and One (1). The "Y" shall be located near the middle of each pond to allow cleaning and/or attaching a pump discharge line. The open end of the "Y" shall be extended approximately six (6) inches above the ground and be equipped with a flanged end, stainless steel flange ring, a one (1) inch thick HDPE material end cap, a "full face" style red rubber gasket, stainless steel bolts and washers.

The "Area A Recirculation Line" shall be provided with "T's" with a four (4) inch stainless steel knife valve and four (4) inch HDPE pipe stubbed out to the upper end back side of Pond Four (4), the entrance of Pond Three (3), the entrance of Pond Two (2), siphon in Pond One (1) and only a four (4) inch stainless steel knife prior to being stubbed in to Manhole One (1). A two (2) inch HDPE to stainless steel threaded pipe transition shall be placed on the four (4) inch "Additional Treatment Line" near the entrance of Pond Four (4) and be provided with a two (2) inch stainless steel knife valve and a two (2) inch camlock hose connection housed in a round plastic meter box. Each stainless steel knife valve on this project shall be enclosed in a valve box of the round plastic meter box type covered with an insulation pad and metal cover.

42. Remove all existing pipes and spillways between Ponds One (1), Two (2), Three (3), and Four (4) and construct Pond One (1) Spillway, Pond Two (2) Spillway, Pond Three (3) Spillway and Concrete Weir number one (1) and Concrete Weir number two (2). Cost of spillway and weir construction shall be incidental to and included in the upgrade of the associated pond. Ponds One (1), Two (2), Three (3), and Four (4) shall be cleaned during upgrade by removing all sludge by pumping and mechanically excavating solids. Ponds shall be cleaned to have a uniform depth and width throughout the length of each pond. Ponds shall be cleaned to the following depths: Pond One (1) - 6 foot, Pond 2 - 7 foot, Pond 3 - 5 foot, and Pond 4 - 6 foot. Care must be taken to minimize disturbance to side of ponds near Access Road 3 to prevent leakage.
43. Construct Concrete Weir number one (1) and install an 18 inch HDPE DR 17 discharge pipe. The new pipe shall discharge onto the constructed concrete splash pad/landing. Cost of Concrete Weir number one (1) and discharge pipe cost shall be incidental to and included in Pond 3 upgrade.
44. Remove the existing Pond Four (4) discharge pipe and install an 18 inch HDPE DR17 discharge pipe, starting at Concrete Weir number two (2). The new pipe shall discharge on to the constructed concrete splash pad/landing. Cost of Concrete Weir number two (2) and discharge pipe cost shall be incidental to and included in Pond number Four (4) upgrade.
45. Construct discharge walkway to include concrete steps, concrete splash pad/landing, and a steel handrail on both sides and front to allow safe access for sampling of Pond three (3) and Pond four (4) discharge during all weather conditions. NOTE: Steps, pad, handrail, headwalls/weir, shall be incidental and included in bid item to upgrade Pond Four (4). (See Details and Specifications)
46. Ponds One (1), Two (2), Three (3), and Four (4) shall be cleaned, by pumping all sludge to the existing and constructed sludge cells, after all construction on this project is complete and just prior to demobilization.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

47. Construct "Discharge Conveyance Pipeline", beginning at the Pond Four (4) Concrete Weir Number Two (2) and ending at Ditch Six (6) on Area B. This shall consist of 12 inch HDPE DR 17 pipe with fused direct connections. This pipeline shall have clean outs every 500 ft of its length. The contractor shall have the option of two routes, upon reaching the county road. The total length of pipeline shall be approximately 3500 linear feet if routed in front of the refuse pile along the county road on Area B or 3650 linear feet if routed behind the refuse pile along the county road on Area B. The pipeline shall run along the inside of the existing of the existing bench beyond Pond 4. The discharge conveyance pipeline shall be construct on a uniform grade there by eliminating swags and high places that would trap solids or air. Any Flumes or rip-rap channels disturbed during the construction of the "Discharge Conveyance Pipeline" and the "Seep Collection Underdrain" Number Two (2) shall be repaired or replaced to meet or exceed original condition.
48. Note: This project will have pipelines crossing the county road, new access roads entering the county road, and a large amount of work along the county road. The proper permits must be obtained, by the contractor, from the West Virginia Department of Highways. Copies of the permits shall be provided to the DEP agent on site for review, prior to any work adjacent to or upon the county road.
49. Construct "Seep Collection Underdrain Number Two (2) this will consist of up to approximately 2400 linear feet of 6 inch HDPE DR 17 pipe with fused direct connections into the 12 inch "Discharge Conveyance Pipeline". Approximately 1200 feet will be solid 6 inch HDPE DR 17 and the remaining 1200 feet shall consist of perforated 6 inch HDPE DR17 in the center of a 2 foot by 2 foot sandstone underdrain, wrapped by non-woven filter fabric. Note: The upstream end of the section of perforated pipe shall be covered with a piece of filter fabric prior to the placement of sandstone. As the "Discharge Conveyance Pipeline" is constructed all seeps encountered shall be convey into the pipeline by the construction of sections of "Seep Collection Underdrain" Number Two (2). The area of seepage will be picked up by constructing a section perforated pipe with stone and fabric. Once out of the area of seepage, solid pipe will be constructed down gradient until it can brought into the top of the "Discharge Conveyance Pipeline". Each section of "Seep Collection Underdrain" Number Two (2) shall have a clay cut-off dike constructed where the perforated pipe ends and the solid pipe begins. The compacted clay cut-off dikes costs are incidental to and included in the cost of the "Seep Collection Underdrain" Number Two (2). **The construction of each seep section of collection underdrain Number Two (2) shall have prior approval from the DEP agent on site.**
50. Regrade and revegetate approximately sixteen (16) acres in Area A.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

AREA B (PLANT AREA)

51. Construct a 12 inch HDPE DR17 AMD seep collection pipe from the existing county road ditch near Pond Five (5) to Ditch Six (6). The slope of the AMD seep collection pipe shall be 0.5 percent to Ditch Number 6 from the County Road. The pipe shall have a length of approximately 885 linear feet and shall be routed in front of the refuse pile along the county road. The inlet end shall be equipped with a flanged end, stainless steel flanged back up ring, stainless steel bolts, nuts, washers, and stainless steel screen with approximately one (1) inch openings. The inlet end of the seep connection pipe in the County Road ditchline shall be protected by placing approximately one (1) cubic yard of Class B concrete under, over, around, and in front. All exposed concrete surfaces shall be hand finished and graded to allow excess high flows to go on down the ditch line to the next existing culvert. NOTE: Cost of HDPE pipe, flanged end, stainless flanged back up ring, stainless steel bolts, nuts, washers, stainless steel screen, and concrete are incidental to and included in Area B AMD Seep Collection Pipe bid item.
52. Clean the existing Pond Five (5), to a depth of 10 feet or to solid ground. All sludge removed from Pond 5 shall be placed in a temporary sludge cell to be constructed by the contractor. The temporary sludge cell shall be reclaimed by the contractor prior to demobilization. Note: The placement of the temporary sludge cell is subject to approval of the DEP agent on site.
53. Construct approximately 100 linear feet of Ditch Six (6) on a one (1) percent slope, starting at the outlet of the "Discharge Conveyance Pipeline" and ending at the upstream end of the concrete mixing flume in the Aqua-Fix Number Two (2) foundation.
54. Excavate at approximately 30 feet from the center on the county road to find and expose the two existing culverts beneath the county road. Once located and the exposed pipes shall be cut and plumbed into an 18 inch HDPE DR17 pipe. This pipe will run approximately 50 to 60 linear feet to a 5 foot deep by 5 foot diameter concrete manhole number two (2). The two (2) existing County Road culverts shall be cleaned by flushing or other approved methods.
55. Install a prefabricated five (5) foot deep by five (5) foot diameter concrete manhole number two (2) with a twenty-four (24) inch diameter light weight cast iron lid. (See attached details and specifications) Manhole number two (2) shall be located within the fenced area. NOTE: All manholes on this project shall be equipped with a six (6) inch HDPE DR17 drain pipe located in the bottom of the manhole equipped with a stainless steel knife valve. The six (6) inch pipe shall drain into Ditch Ten (10) at this location.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

56. Install one (1) four (4) inch HDPE DR17 drive line. The drive line shall run from the manhole number two (2) to the Aqua-Fix Number Two (2). The top of the intake end of the four (4) inch drive line shall be plumbed into the manhole number two (2) six (6) inches below the elevation of the flow line of the discharge and pipe that collects the drainage from the two existing road culverts and shall be sealed with hydraulic grout to assure no leakage. Approximately 475 linear feet of twelve (12) inch HDPE DR17 discharge line shall be installed to carry excess water from manhole number two (2) to Ditch Six (6) and install an additional 12 inch HDPE emergency over flow pipe from near the top of manhole number two (2) approximately 25 linear feet ending at Ditch ten (10). Construct approximately 155 feet of Ditch Ten (10) from 12 inch HDPE emergency over flow pipe to Pond nine (9). The discharge line shall be plumbed into the manhole at the flow line elevation of the pipe that collects the drainage from the two existing road culverts. **NOTE: Intake end of the four (4) inch drive line shall be equipped with rust resistant screen. The four (4) inch drive line shall extend up through the floors/foundations of the Aqua-Fix units and shall be equipped with a stainless steel knife valve to allow it to discharge into the trough and shall also have a two (2) inch HDPE to stainless steel threaded pipe transition stubbed up vertically to drive the Aqua-Fix. The pipe that collects the drainage from the two existing road culverts, manhole number two (2), and all HDPE lines shall be incidental and included in bid item "Water Intake Lines" for Aqua-Fix treatment facility number two (2).**
57. Construct Aqua-Fix Number Two (2). This shall consist of an "Aqua-Fix" system Model MS-SM-OA-10 with a 250:1 gear box. This facility will include the construction and installation of the concrete foundation, water intake lines, water power driveline, 10 ton silo, steel enclosure, and supplying a crane for lifting and setting the unit and silo. Note: This includes the concrete water and lime mixing flume, installing one (1) 4 inch diameter HDPE DR 17 "water power" drive supply line from manhole number two (2) to the aqua-fix. The 4 inch line shall be buried and all joints must be fused on site.
58. Note: The construction of all water treatment facilities must be tested and found to be completely functional. The WV DEP representative must be present during the testing procedures for acceptance and payment of these items. The items of this requirement include Aqua-Fix Water Treatment System, HDPE pipelines, ponds and manhole number two (2). They are to collect, hold, convey, treat, and discharge water as designed. The HDPE pipelines are to hold pressure without leaking and the valves are to open and shut off without leaking. Ponds shall be constructed and lined with one (1) foot of the best available clay type soil material on site. All ponds on this project, including existing ponds to be cleaned, shall hold water and not leak. (See detail plans and specifications).
59. Note: The concrete mixing flume in the foundation of the Aqua-Fix Number Two (2) shall have a ten (10) foot section of 12 inch HDPE DR17, at both the inlet and outlet ends, grouted in at a level that allows the flow line of the pipe to match the flow line of the flume and to allow backfilling of foundation.
60. Construct approximately 225 linear feet of Ditch Seven (7) on approximate two (2) percent slope, starting at the outlet pipe of the flume in the Aqua-fix foundation and running to the Concrete Weir Three (3) and to Pond 7.

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION/OFFICE OF SPECIAL RECLAMATION

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

61. Construct approximately 125 linear feet of Ditch 11 from the concrete weir number three (3) to Pond 6.
62. Construct a Concrete Weir number three (3). The concrete weir number three (3) will be used to divert water to Pond 6 and/or Pond 7. (See Attached details and specifications)
63. Construct Pond 6 and install 2 floating baffle curtains. Pond 6 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to and included in the cost of constructing Pond 6.
64. Construct Pond 7 and install 2 floating baffle curtains. Pond 7 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to and included in the cost of constructing Pond 7.
65. Construct approximately 50 linear feet of Pond 6 Spillway.
66. Construct approximately 50 linear feet of Pond 7 Spillway.
67. Construct Pond 8 and install 2 floating baffle curtains. Pond 8 shall hold water and not leak. Note: The cost of the baffle curtains shall be incidental to and included in the cost of constructing Pond 8.
68. Construct approximately 55 linear feet of Pond 8 Spillway.
69. Pump and/or mechanically clean Pond 9 to a depth of 6 feet or to solid ground. All sludge removed from Pond 9 shall be placed in a temporary sludge cell to be constructed by the contractor. The temporary sludge cell shall be reclaimed by the contractor prior to demobilization. Note: The placement of the temporary sludge cell is subject to approval of the DEP agent on site. The cleaning of Pond 9 shall be incidental to and included in Pond 9 Upgrade.
70. Construct Area B four (4) inch HDPE DR17 Recirculation line. Area B Recirculation Line shall run from Pond 9 to manhole #2 and shall be equipped with flanged ends, stainless steel flange backup rings, HDPE caps, rubber gaskets, and stainless steel nuts, bolts, and washers on its Pond Nine (9) end.
71. The existing level of the inlet end of Pond Nine (9) discharge pipe shall be a benchmark for layout. The inlet end of Pond Nine (9) discharge pipe shall be raised 1.5 feet, water level in Pond Eight (8) shall be One (1) foot in elevation above the new elevation of Pond Nine (9) water, and water level in Pond Six (6) and Pond Seven (7) shall be One (1) foot above the water level in Pond Eight (8). The entire area that Ditch Six (6), Aqua fix Number Two (2), Pond Six (6), Pond Seven (7), Pond Eight (8), Access Road Six (6), and part of Access Road Number Four (4) shall be excavated down to the required free board of the ponds and ditches in the area. The excavated material shall be placed in lifts in a controlled manner, regraded, topsoiled and revegetated in the work area with approval from the DEP Agent on site. The cost of this excavation is incidental to and included in the above listed Ponds, Access Roads, Aqua Fix Bid items.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

72. Excavate material from around the inlet end of the existing Pond 9 HDPE discharge pipe and replace the material to raise the inlet end of the discharge pipe by 18 inches. This will allow a final Pond 9 water depth of 7.5 feet. Raising the inlet of the discharge pipe shall be incidental to and included in Pond 9 Upgrade.
73. Excavate material from around the outlet end of Pond Nine (9) discharge pipe and cut off pipe about twelve (12) feet back from the top of the river bank and construct a one (1) foot deep "V" splash pad four (4) feet wide, 1.5 feet thick, and of the length to connect to the river bed. Outlet end of Pond Nine (9) discharge pipe shall be of a height that a five (5) gallon bucket can be placed under pipe to measure flow. The cost of the modification to the discharge outlet and splash pad shall be incidental to and included in the cost of Pond 9 Upgrade.
74. Install three (3) sets of floating baffle curtains in Pond 9. The cost of the baffle curtains shall be incidental to and included in the cost of Pond 9 Upgrade.
75. **NOTE: All floating baffle curtains on this project shall be Aer-Flo, Inc. Tough Guy Turbidity Barrier Type 2 DOT with 22 ounce vinyl coated polyester fabric, aluminum stress plates at top and bottom corners, 5/16 inch galvanized steel ballast chain, and a 5/16 inch vinyl coated galvanized steel topload cable. The 5/16 inch vinyl coated galvanized steel topload cable (or equivalent) shall be extended out to the point of anchorage.**
76. Construct approximately 5450 linear feet of 6 inch HDPE DR 17 Area B sludge line. This line shall begin between access road 4 and Pond 9 and shall terminate after passing through the constructed headwall at sludge cell A in Area A. The Area B sludge line shall be equipped with six (6) inch HDPE "Tee" with a six (6) inch stainless steel knife valves, six (6) inch HDPE stubline with a clean out to attach pump discharge located at each of the following along: the Access Road Four (4) at Pond Nine (9), Pond Eight (8), Access Road Six (6) between Ponds Six (6) and Seven (7), and Pond Five (5). Each stainless steel knife valve shall be enclosed in a valve box of the round plastic meter box type covered with an insulation pad and metal cover. An additional six (6) inch clean out and six (6) inch stainless steel knife valve up stream of the cleanout shall be provided in Area A between Access Road Three (3) and Pond Four (4) to allow a booster pump to be connected between Area B sludge line and Area Pond Four (4) sludge line. The cost of all clean outs and knife valves, tees and stublines shall be incidental to and included in the bid item for Area "B" Sludgeline.
77. Construct approximately 1750 linear feet of Access Road Four (4) to a 12 foot running width by constructing road subgrade, placing road fabric and 6 inches of crusher run limestone and one (1) 18 inch HDPE DR17 30 foot long culvert. **Note: Cost of culvert is incidental to and included in Access Road Four (4) Bid Item. (See details and specifications)**
78. Construct approximately 225 linear feet of Access Road six (6) to a twelve foot running width by constructing road subgrade, placing road fabric and six (6) inches of crusher run limestone and installing two (2) 18 inch HDPE DR17 30 foot long culverts. **Note: Cost of culverts are incidental to and included in Access Road Six (6) Bid Item. (See details and specifications)**

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

79. Construct approximately 270 linear feet of Access Road 5 to a 12 foot running width by constructing road subgrade, placing road fabric and 6 inches crusher run limestone. This shall include the construction of a 20 foot by 30 foot truck turn around. (See details and specifications)
80. Construct approximately 2600 linear feet of standard DOH "Right-of-Way" fence around a portion of the perimeter of Area B for safety purposes as noted. This fence will be equipped with three (3) 20 foot wide double gates to be installed on Access Road four (4) and a four (4) foot gate to provide access to Aqua-Fix silo lime fill pipe. All gate frames shall be constructed of two (2) inch schedule 40 steel pipe per details. Gate costs will be incidental to and included in the linear foot measurement and cost of the fence. (See details and specifications)
81. Eliminate Pond ten (10), by regrading the outer berm to establish a sheetflow drainage pattern. **NOTE: All water impounding structures shall be pumped dry prior to elimination.**
82. Construct approximately 500 linear feet of Ditch Eight (8), to convey drainage through the regraded Pond 10 area.
83. Regrade and revegetate approximately twelve (12) acres in Area B.

AREA C (ACROSS STREAM)

84. Eliminate existing Pond 11, by regrading the outer berm to establish a sheetflow drainage pattern. Note: All water impounding structures shall be pumped dry prior to elimination.
85. Construct approximately 375 linear feet of Ditch Nine (9), through the regraded Pond 11 area.
86. Eliminate approximately 750 linear feet of out berm ditch, by regrading to a sheetflow drainage pattern. Note: Caution must be taken during regrading since much of Area C consists of reclaimed sludge cells.
87. Remove any and all debris from site. Contractor must provide documentation of proper disposal.
88. Regrade and revegetate approximately 2 acres and topdress approximately 5 acres in Area C.
89. All black potentially toxic material shall be covered with a minimum of one (1) foot of soil type material on this project unless noted otherwise.
90. Install 3,000 linear feet of haybale dike over the entire project area for sediment control during and after construction.

WV-36a STATE OF WEST VIRGINIA
REV. 1/29/02 PURCHASING CONTINUATION SHEET
VENDOR:

91. Regrade and revegetate a **total** of approximately thirty (30) acres on the permit. (That would include Areas A, B, and C

I David L. Martin, Sr., the undersigned, hereby certify ¹ that this Reclamation Plan is correct and shows to the best of my knowledge and belief all the information required by the surface mining laws of the State of West Virginia. The source of information was the approved mining and reclamation plan contained in the forfeited surface mine permit, existing site conditions and information contained in the WV DEP, Inspection and Enforcement files.


Registered Professional Engineer WV No. 7202

Date: JANUARY 18, 2008

¹ The term "certify" as used herein is defined as follows: An engineer's certification of conditions is a declaration of professional judgment. It does not constitute a warranty or guarantee, either expressed or implied.

IV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>Falcon Land Company</u>				
PERMIT NUMBER(S): <u>P-656</u>				
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
Water Quality Abatement				
1.0	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>15,000</u> ⁰⁰
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>500</u> ⁰⁰
3.0	LUMP SUM	<u>HAULROAD/ACCESS ROAD</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>2,714</u> ⁰⁰
4.0	LUMP SUM	<u>REGRAVING AND TOPSOILING</u>	LUMP SUM	\$ <u>6,000</u> ⁰⁰
5.0		<u>REVEGETATION</u>		
5.1	LUMP SUM	<u>AGRICULTURAL LIME</u>	LUMP SUM	\$ <u>13,800</u> ⁰⁰
5.2	LUMP SUM	<u>FERTILIZER</u>	LUMP SUM	\$ <u>13,800</u> ⁰⁰
5.3	LUMP SUM	<u>MULCH</u>	LUMP SUM	\$ <u>13,800</u> ⁰⁰
5.4	LUMP SUM	<u>VEGETATIVE SPECIES</u>	LUMP SUM	\$ <u>13,800</u> ⁰⁰
6.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid For This Permit)	LUMP SUM	\$ <u>10,000</u> ⁰⁰
7.0		<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURES</u>		
7.1	LUMP SUM	<u>CONSTRUCT SLUDGE CELL "E"</u>	LUMP SUM	\$ <u>21,412</u> ⁰⁰
7.2	LUMP SUM	<u>CONSTRUCT POND SIX (6)</u>	LUMP SUM	\$ <u>40,391</u> ⁰⁰

NV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7.3	LUMP SUM	<u>CONSTRUCT POND SEVEN (7)</u>	LUMP SUM	\$ <u>40,391</u> ⁰⁰
7.4	LUMP SUM	<u>CONSTRUCT POND EIGHT (8)</u>	LUMP SUM	\$ <u>40,391</u> ⁰⁰
7.5	LUMP SUM	<u>AREA B AMD SEEP COLLECTION PIPE</u>	LUMP SUM	\$ <u>36,120</u> ⁰⁰
7.6	LUMP SUM	<u>CONCRETE WEIR NUMBER THREE (3)</u>	LUMP SUM	\$ <u>16,050</u> ⁰⁰
7.7	LUMP SUM	<u>WATER COLLECTION DAM</u>	LUMP SUM	\$ <u>12,971</u> ⁰⁰
8.0		<u>EXISTING SEDIMENT CONTROL STRUCTURES</u>		
8.1	LUMP SUM	<u>UPGRADE SLUDGE CELL "B"</u>	LUMP SUM	\$ <u>25,000</u> ⁰⁰
8.2	LUMP SUM	<u>UPGRADE POND ONE (1)</u>	LUMP SUM	\$ <u>18,878</u> ⁰⁰
8.3	LUMP SUM	<u>UPGRADE POND TWO (2)</u>	LUMP SUM	\$ <u>18,878</u> ⁰⁰
8.4	LUMP SUM	<u>UPGRADE POND THREE (3)</u>	LUMP SUM	\$ <u>18,883</u> ⁰⁰
8.5	LUMP SUM	<u>UPGRADE POND FOUR (4)</u>	LUMP SUM	\$ <u>25,146</u> ⁰⁰
8.6	LUMP SUM	<u>UPGRADE POND FIVE (5)</u>	LUMP SUM	\$ <u>33,325</u> ⁰⁰
8.7	LUMP SUM	<u>UPGRADE POND NINE (9)</u>	LUMP SUM	\$ <u>50,870</u> ⁰⁰
8.8	LUMP SUM	<u>ELIMINATE POND TEN (10)</u>	LUMP SUM	\$ <u>29,135</u> ⁰⁰
8.9	LUMP SUM	<u>ELIMINATE POND ELEVEN (11)</u>	LUMP SUM	\$ <u>28,491</u> ⁰⁰
9.0		<u>CONSTRUCT/UPGRADE ACCESS ROADS</u>		
9.1	LUMP SUM	<u>ACCESS ROAD ONE (1)</u>	LUMP SUM	\$ <u>53,716</u> ⁰⁰
9.2	LUMP SUM	<u>ACCESS ROAD TWO (2)</u>	LUMP SUM	\$ <u>24,709</u> ⁰⁰
9.3	LUMP SUM	<u>ACCESS ROAD THREE (3)</u>	LUMP SUM	\$ <u>28,138</u> ⁰⁰
9.4	LUMP SUM	<u>ACCESS ROAD FOUR (4)</u>	LUMP SUM	\$ <u>32,058</u> ⁰⁰
9.5	LUMP SUM	<u>ACCESS ROAD FIVE (5)</u>	LUMP SUM	\$ <u>9,977</u> ⁰⁰

WV-36 STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
9.6	LUMP SUM	<u>ACCESS ROAD SIX (6)</u>	LUMP SUM	\$ <u>11,367</u> ⁰⁰
10.0	3000 LF	<u>HAYBALE DIKE (Max. Bid \$5.00 Per LF)</u>	\$ <u>5</u> ⁰⁰ PER LF	\$ <u>15,000</u> ⁰⁰
11.0		<u>RIP-RAP AND GROUTED DITCH</u>		
11.1	LUMP SUM	<u>DITCH ONE (1)</u>	LUMP SUM	\$ <u>9,017</u> ⁰⁰
11.2	LUMP SUM	<u>DITCH TWO (2)</u>	LUMP SUM	\$ <u>6,955</u> ⁰⁰
11.3	LUMP SUM	<u>DITCH THREE (3)</u>	LUMP SUM	\$ <u>6,955</u> ⁰⁰
11.4	LUMP SUM	<u>DITCH FOUR (4)</u>	LUMP SUM	\$ <u>16,452</u> ⁰⁰
11.5	LUMP SUM	<u>DITCH FIVE (5)</u>	LUMP SUM	\$ <u>8,033</u> ⁰⁰
11.6	LUMP SUM	<u>SLUDGE CELL "E" SPILLWAY</u>	LUMP SUM	\$ <u>19,614</u> ⁰⁰
11.7	LUMP SUM	<u>DITCH SIX (6)</u>	LUMP SUM	\$ <u>5,192</u> ⁰⁰
11.8	LUMP SUM	<u>DITCH SEVEN (7)</u>	LUMP SUM	\$ <u>13,680</u> ⁰⁰
11.9	LUMP SUM	<u>POND SIX (6) SPILLWAY</u>	LUMP SUM	\$ <u>6,253</u> ⁰⁰
11.10	LUMP SUM	<u>POND SEVEN (7) SPILLWAY</u>	LUMP SUM	\$ <u>6,803</u> ⁰⁰
11.11	LUMP SUM	<u>POND EIGHT (8) SPILLWAY</u>	LUMP SUM	\$ <u>7,221</u> ⁰⁰
11.12	LUMP SUM	<u>DITCH EIGHT (8)</u>	LUMP SUM	\$ <u>13,510</u> ⁰⁰
11.13	LUMP SUM	<u>DITCH NINE (9)</u>	LUMP SUM	\$ <u>11,125</u> ⁰⁰
11.14	LUMP SUM	<u>DITCH TEN (10)</u>	LUMP SUM	\$ <u>8,354</u> ⁰⁰
12.0		<u>AQUA-FIX TREATMENT FACILITY NUMBER ONE (1)</u>		
12.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ <u>22,500</u> ⁰⁰
12.2	LUMP SUM	<u>SUB-FOUNDATION PREPARATION</u>	LUMP SUM	\$ <u>15,420</u> ⁰⁰

SPENDING UNIT

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/OFFICE OF SPECIAL RECLAMATION

WV-36a STATE OF WEST VIRGINIA
 REV. 1/29/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>2,000</u> ⁰⁰
12.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ <u>96,863</u> ⁰⁰
12.5	LUMP SUM	<u>WATER INTAKE LINE TO DRIVE UNIT</u>	LUMP SUM	\$ <u>20,673</u> ⁰⁰
13.0		<u>AQUA-FIX TREATMENT FACILITY NUMBER TWO (2)</u>		
13.1	LUMP SUM	<u>FOUNDATION AND STRUCTURAL ELEMENTS</u>	LUMP SUM	\$ <u>22,500</u> ⁰⁰
13.2	LUMP SUM	<u>SUB-FOUNDATION PREPARATION</u>	LUMP SUM	\$ <u>11,621</u> ⁰⁰
13.3	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>2,000</u> ⁰⁰
13.4	LUMP SUM	<u>DOSING UNIT AND SILO</u>	LUMP SUM	\$ <u>91,870</u> ⁰⁰
13.5	LUMP SUM	<u>WATER INTAKE LINE TO DRIVE UNIT</u>	LUMP SUM	\$ <u>6,508</u> ⁰⁰
14.0		<u>CONSTRUCT SLUDGE LINES</u>		
14.1	LUMP SUM	<u>POND ONE (1) SLUDGE LINE</u>	LUMP SUM	\$ <u>18,340</u> ⁰⁰
14.2	LUMP SUM	<u>POND TWO (2) SLUDGE LINE</u>	LUMP SUM	\$ <u>19,276</u> ⁰⁰
14.3	LUMP SUM	<u>POND THREE (3) SLUDGE LINE</u>	LUMP SUM	\$ <u>20,822</u> ⁰⁰
14.4	LUMP SUM	<u>POND FOUR (4) SLUDGE LINE</u>	LUMP SUM	\$ <u>20,815</u> ⁰⁰
14.5	LUMP SUM	<u>AREA "B" SLUDGE LINE</u>	LUMP SUM	\$ <u>93,817</u> ⁰⁰
15.0	LUMP SUM	<u>DISCHARGE CONVEYANCE PIPELINE</u>	LUMP SUM	\$ <u>83,617</u> ⁰⁰
16.0		<u>SEEP COLLECTION UNDERDRAIN #2</u>		
16.1	1200 LF	<u>PERFORATED 6 INCH HDPE DR17 PIPE WITH STONE AND FABRIC</u>	\$ <u>22</u> ⁰⁰ PER LF	\$ <u>26,400</u> ⁰⁰
16.2	1200 LF	<u>SOLID 6 INCH HDPE DR17 PIPE</u>	\$ <u>14</u> ⁰⁰ PER LF	\$ <u>16,800</u> ⁰⁰
16.3	12 EA	<u>CONNECTION FROM 6 INCH HDPE DR17 PIPE TO 12 INCH HDPE DR17 PIPE</u>	\$ <u>300</u> ⁰⁰ PER EA	\$ <u>3,600</u> ⁰⁰

V-36 STATE OF WEST VIRGINIA
 EV. 1/29/02 PURCHASING CONTINUATION SHEET
 ENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
17.0	LUMP SUM	<u>SEEP COLLECTION UNDERDRAIN #1</u>	LUMP SUM	\$ <u>43,000</u> ⁰⁰
18.0	<u>2600 LF</u>	<u>CONSTRUCT PERIMETER FENCE</u>	\$ <u>9</u> ⁰⁰ PER LF	\$ <u>23,400</u> ⁰⁰
19.0		<u>RECIRCULATION LINES</u>		
19.1	LUMP SUM	<u>AREA A RECIRCULATION LINE</u>	LUMP SUM	\$ <u>36,598</u> ⁰⁰
19.2	LUMP SUM	<u>AREA B RECIRCULATION LINE</u>	LUMP SUM	\$ <u>23,783</u> ⁰⁰
20.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>6,400</u> ⁰⁰
21.0	NO BID ITEM	<u>UTILITIES</u>	NO BID ITEM	\$ _____
22.0	LUMP SUM	<u>TOP DRESSING</u>	LUMP SUM	\$ <u>7,800</u> ⁰⁰
TOTAL FOR PERMIT <u>P-656</u>				\$ <u>1,596,798</u> ⁰⁰

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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Eagle Excavation, Inc.

Authorized Signature: Melita S. Finkbeiner Date: 3-25-08



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
DEP13710

PAGE
1

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

***604150016 304-372-4378**
EAGLE EXCAVATING INC
PO BOX 218

KENNA WV 25248

ENVIRONMENTAL PROTECTION
DEPT. OF
OFFICE OF SPECIAL RECLAMATION
116 INDUSTRIAL DRIVE
OAK HILL, WV
25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/12/2008				

BID OPENING DATE: **03/25/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 1 *****					
	ADDENDUM ISSUED FOR THE FALCON LAND CO. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, AND THE REVISED SCOPE OF WORK RESULTING FROM THE MANDATORY PRE-BID MEETING OF 02/26/2008.					
	BID DATE AND OPENING TIME REMAIN 03/25/2008 @ 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001	1	JB		962-73		1,596,298⁰⁰
	RECLAMATION: RESTORATION OF LAND					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike S. Freshour</i>	TELEPHONE 372-4378	DATE 3-25-08
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP13710
 Project: Falcon Land Company

Bid Date: 03/25/08
 Pre-Bid Date: 02/26/08

Name : Robert Barnes
 Company: BARNES EXCIME.
 Address: P.O. BOX 13384
Sissonville
 Phone #: 984-1725
 Fax # : 984-0074
 Email : NONE

Name : Don Wendt
 Company: Utilities Forestry Services
 Address: P.O. Box 1027
Clearfield, PA 16830
 Phone# : 412-874-0072
 Fax # : 814-765-5698
 Email : _____

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
CHARLESTON WV
25304
 Phone #: 304 925 0253
 Fax # : 304 925 9230
 Email : JodyMaye@aol.com

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BX 13015
Sissonville, WV
25360
 Phone# : 984-1115
 Fax # : 984-2770
 Email : Rcarpenter@aol.com

Name : Vance McCracken
 Company: E.V. McCracken Const
 Address: 1100 Charles Ave
Dunbar WV 25064
 Phone #: 304 768 1182
 Fax # : 304 768 1183
 Email : _____

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC.
 Address: P.O. BOX 218
KENNA, WV
25248
 Phone# : 304-372-4378
 Fax # : 304-372-4378
 Email : NONE

Name : Ann Warwick
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
25364
 Phone #: 304-416-0255
 Fax # : 0256
 Email : easternarrow@hotmail.com

Name : BASIL CARPENTER
 Company: JANIS Ex INC
 Address: 333 A Call RD
Chas. WV 25312
 Phone# : 546-1601 (304)
 Fax # : 984-3528
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

003

PAGE 2 OF 2

RFQ # : DEP13710
Project: Falcon Land Company

Bid Date: 03/25/08
Pre-Bid Date: 02/26/08

Name : Roger Smithson
Company: Council Up Inc.
Address: P.O. Box 243
Simpson, W.V. 26435
Phone #: 304-739-4397
Fax #: 304-739-4397
Email : _____

Name : Roger L. Collins Jr.
Company: Collins Building & Contracting Inc.
Address: 380 Coakley Rd.
Flaunmads, WV
26021
Phone #: 304-765-3521
Fax #: 304-765-3521
Email : _____

~~Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____
Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____~~

~~Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____
Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____
Name : _____
Company: _____
Address: _____
Phone #: _____
Fax #: _____
Email : _____~~

Addendum No.1

Pre-Bid Conference

February 26, 2008

Questions and Answers

Q1. Referring to sludge cells. Do we have to clean the muck out of these ponds?

A1. No.

Q2. Referring to sludge cells. What are you going to do with this stuff to go down and get grade?

A2. You are not going to do anything with these cells, they are not going to be cleaned or upgraded. You are only going to upgrade sludge cell B and construct sludge cell E.

Q3. Referring to sludge cells. At the end of the project before you de-mobilize the ponds are required to be cleaned and pumped to the sludge cells, do we have to do anything with the sludge if it fills in one of the cells?

A3. No, the sludge cells will de-water and settle on there own after a time.

Q4. Referring to Area A ponds. Will we have to pump these ponds before we move out?

A4. Yes. The last thing you do before de-mobilization is to clean ponds one (1), two (2), three (3) and four (4) per scope of work, Item 46.

Q5. Referring to Area A ponds. Are you going to siphon from each of the upper ponds to the lower pond?

A5. No, the only pond that will have a siphon to the last pond is pond one (1).

Q6. Referring to sludge pump lines for Area A. Do you have the measurements for your pump lines going up over the hill to the sludge cells?

A6. Yes. You can see on the drawings how we measured them. We went the shortest route for the most part.

Q7. Referring to Area A. Is all your discharge conveyance pipe going to be installed.

A7. Yes, all the discharge conveyance pipe will be installed.

Q8. Referring to Area A. Is the seep collection underdrain number two (2) six (6) inch pipe?

A8. Yes, its six (6) inch HDPE pipe.

Q9. Referring to seep collection underdrain number two (2). If you encounter bad water are you going to run the underdrain up to meet it?

A9. Yes, if you encounter water we are going to try to catch it in the underdrain.

DEP13710
Addendum No.1

Q10. Referring to Area A ponds. Do these ponds, once we clean them, have to put clay in them?

A10. We don't intend on lining these ponds unless you happen to excavate to deep and spring a leak, and then you will be required to put some clay in and possibly some filter fabric to stop the leak.

Q11. Referring to "Discharge Conveyance Pipeline". Is that line going to drain from the bottom of that pond?

A11. No, from the top of it.

Q12. Referring to "Discharge Conveyance Pipeline". Once we get positive drainage on the discharge conveyance line, you don't want it to go any lower than that?

A12. No, this line has to have a minimum of two foot of cover and uniformly laid out. The discharge conveyance pipeline cannot have high and low areas. The pipeline must have a continuous slope down grade.

Q13. Referring to Area A ponds. What about the water in those ponds, do you want them pumped out or just to work in them?

A13. Yes, they need pumped out. The pond that is going to be worked on needs to be pumped out. You can pump the water and sludge up to the sludge cells. But you will have to excavate the solids and make some place to dispose of the solids.

Q14. Referring to "Discharge Conveyance Pipeline". When you say the line has to be uniform, can the slope break out there where it starts to go down?

A14. Yes. The pipe has to be a uniform grade, it doesn't matter what the slope is as long as it is uniformly down gradient.

Q15. Referring to "Discharge Conveyance Pipeline". Do you have clean outs in this pipe?

A15. Yes there are clean outs.

Q16. Referring to "Discharge Conveyance Pipeline". On the six inch underdrain number two (2) that hooks into the twelve inch discharge conveyance pipe, are we just going to cut a hole on top and fit it in or do we have to get fittings and fit it together?

A16. No. You cannot just cut a hole. Each connection has to have an adapter and fused into the discharge conveyance line.

Q17. Referring to Area B. All these ditches, will they all be constructed with limestone rip-rap?

A17. Yes, every one of them will be limestone rip-rap and in addition some of them will be grouted.

Q18. Referring to the underdrains. What kind of stone goes in the underdrains?

A18. Sandstone. Always sandstone in the underdrains on this project.

DEP13710
Addendum No.1

_____ 6

Q19. Referring to Pond 9. What do we do with the cleanings that comes out of that pond?

A19. You are going to have to construct a disposal area. The disposal area shall be reclaimed prior to de-mobilization.

Q20. Referring to Area B land adjacent to Pond 9. Is that area down through there usable?

A20. Any of this area down through here adjacent to Pond nine (9) can be used.

Q21. Referring to Area A Re-circulation line. Does each pond get its own line or is there only one line that veers off to each pond?

A21. There is only one line; however, each pond has a "T" with a stub-pipe and valve. Also each pond has a cleanout with a cap on it that you can connect a pump discharge. (See scope of work item 41 for details)

Q22. Referring to Area B Re-circulation line. Is the re-circulation line you are going to install going to siphon the upper pond to the lower pond?

A22. No. Here, in Area B, the only place the re-circulation line will run is from the end of Pond 9 up into manhole number 2.

Q23. Referring to Area B. Will the difference in elevation, from where manhole number two (2) will be installed to the proposed Aqua Fix, be good?

A23. Yes. The drop in elevation is fine, as long as you have a minimum of six to eight foot drop.

Q24. Referring to Area B. Are these the ponds you are going to try to seal?

A24. These ponds are going to be over-excavated by one foot and then lined with the best clay-type material you can find on site.

Q25. Referring to Area B. Do you have a borrow area here anywhere?

A25. Yes, in Area A, or if you can find any soil material here in Area B that is usable.

Q26. Referring to Area B. Is the state (WVDOH) going to let us cut open the road?

A26. Yes. You are required to get a permit to do that. They will let you do whatever is needed as outlined in the project with an approved permit.

Q27. Referring to Area B. Are they going to require a steel casing underneath the county road?

A27. If they do we will pay for it. We may just go ahead and add a 20" steel casing in the addendum.

DEP13710
Addendum No.1

007

Q28. Referring to Area B. Do you have two locked down elevations that we will be working off of?

A28. No. You will be working off the existing water elevation of Pond 9. The seep collection pipeline will intersect the County Road ditch based on the layout information provided. (See page 82 for Construction Layout Details)

Q29. Referring to Area B. Approximately where is the Aqua-Fix going to be?

A29. It is going to be centered in this area.

Q30. Referring to Area B. Will any changes in the Aqua-Fix lime fill line be represented in the quote from Aqua-Fix?

A30. Yes it will be included in the Aqua-fix quote.

Q31. Referring to Area B. Once we get our grade for the Aqua-Fix and ponds correct can we leave this material in here below the new ponds and beside pond 9?

A31. Yes, I think you can.

Q32. How many of these ponds will have curtains in them?

A32. Ponds six, seven, eight, and nine. The description in the scope will tell you how many curtains and what type for each.

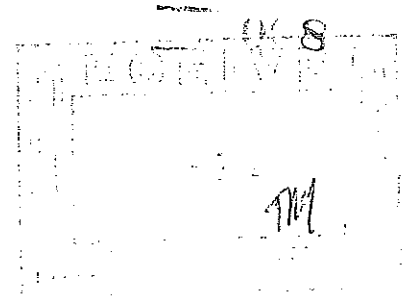
Q33. Does the little ponds on the other site have curtains?

A33. Ponds one, two, three and four on site A, will not have curtains.

Q34. Area C and referring to Pond 11. Do we have to test this water when we discharge it?

A34. Yes. You are required to test any of the water required to be removed during reclamation. The water shall be discharged only when it meets the quality required in the RFQ. (See page 43 of the RFQ)

DEP13710
Addendum No.1



Falcon Land Company
Permit Number: P-656

ON SCOPE OF WORK:

NOW READS:

48. – Note: This project will have pipelines crossing the county road, new access roads entering the county road, and a large amount of work along the county road. The proper permits must be obtained, by the contractor, from the West Virginia Department of Highways. Copies of the permits shall be provided to the DEP agent on site for review, prior to any work adjacent to or upon the county road.

TO READ:

48. – Note: This project will have pipelines crossing the county road, new access roads entering the county road, and a large amount of work along the county road. The proper permits must be obtained, by the contractor, from the West Virginia Department of Highways. Copies of the permits shall be provided to the DEP agent on site for review, prior to any work adjacent to or upon the county road. **The following four (4) pipes that cross the county road shall each be encased in a forty (40) foot long, twenty (20) inch diameter steel pipe: Area B Sludge Line, Sludge Pump Line to Pond Five (5), Discharge Conveyance Pipeline and Area B Seep Collection Pipeline. Each forty (40) foot long, twenty (20) inch diameter steel pipe shall be incidental to and included in the bid item for each of the pipelines.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eagle Excavation, Inc.
of Kenna, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount 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
REQ # DEP13710 Falcon Land Company Nicholas County - According to Plans & Specifications

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
25th day of March, 2008

Principal Corporate Seal

Eagle Excavation, Inc.

(Name of Principal)

By: Mieke D Freshour
(Must be President or Vice President)

Mieke D. Freshour President
(Title)

Ohio Farmers Insurance Company
(Name of Surety)

Surety Corporate Seal

By: Gregory T Gordon
Gregory T. Gordon, WV Resident Agent 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.

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

LARRY D. KERR, GREGORY T. GORDON, PATRICIA A. FINCKE, STEPHEN B. STODGEN, PATRICIA A. MOYE, ALLAN L. MCVEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 27th day of AUGUST A.D., 2007.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 27th day of AUGUST A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of March A.D., 2008.



Frank A. Carrino
Frank A. Carrino, Secretary