

Request for Quotation

DATE PRINTED TERMS OF SALE SHIP VIA FOR FREIGHTTERMS

DEP14121

PAGE 1

ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

CHUCK BOWMAN 304-558-2157

SAE Clearing & Hydrosceding LLC POBOLANN VOTNEY, WDSLAD

WY029749

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV

25304 304-926-0499

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

Request for REQUIMBER

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ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

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CHARLESTON, WV

25304

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	OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

INE GUARDITY USE CT HEMMUNES UNITERCE ANOUNT ANY OTHER SQURCE, VEREAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INHORMATION PROVIDED FROM THE SQURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT. (1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFIER THE OPFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE. (2) GUARANTHE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEE BY THE CONTRACTOR OR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD, SHALL BE REMEDIED AT THE EXHENSE OF THE CONTRACTOR OF A THE EXPERSISE OF THE CONTRACTOR OF THE WORK. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE. (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONTRACTOR HE GUARANTEE PERIOD SHALL BE CONTRACTOR BY THE WORK THAT DEVELOPS DURING THE GUARANTEE DEVELOPED THE MORE THAT DEVELOPS DURING THE GUARANTEE DEVELOPS OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE DEVELOPS OF THE WORK THAT DEVELOPS DURING THE GUARANTEE DEVELOPS OF THE WORK THAT DEVELOPS DURING THE GUARANTEE DATE OF THE WORK THAT DEVELOPS DURING TH	06/14	/2007	IEHMS OF SALE	SHIP VIA		CHEIGHTHENWO
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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



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

Request for

Ö.

REQNUMBER **DEP14121**

8

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

RFQ COPY TYPE NAME/ADDRESS HERE.

ENVIRONMENTAL PROTECTION DEPARTMENT_OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

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

Request for Quotation

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PAGE 9

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV

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

Request for Quotation

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PAGE 10

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CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R

601 57TH STREET SE CHARLESTON, WV

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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE

CHARLESTON, WV

25304 304-926-0499 DATE PRINTED TERMS OF SALE FOB. ... FREIGHTTERMS SHIPVIA 06/14/2007 07/12/2007 OPENING TIME BID OPENING DATE: 01:30PM QUANTITY LINE UOP TTEM NUMBER UNITPRICE AMOUNT ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALI (3) BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. 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 TH SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 REQUISITION NO.: ...DEP14121 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO NO. NO. 3 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

TELEPHONE (304) 926-5/56

20-2452649

SIGNATUR

ADDRESS CHANGES TO BE NOTED ABOVE



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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston WW 25205 0400 Charleston, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF

304-558-2157

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ENVIRONMENTAL PROTECTION DEPARTMENT_OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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20-2452649 ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

OMB #1029-0119 Expiration Date: 01/31/2010

AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information
Contractor Name: SFE Clearly Androsedy Tax Payer ID No.: 20-245 2649 Address: POBOL 277 City: Vaney State: WV Zip Code: 257.96 Phone: (304) 426-5156 or Fax No.: (602) 237-1202 E-mail address: diamh@hatmail.com (606) 237-1202
Part B: Legal Structure
() Corporation () Sole Proprietorship () Partnership () LLC () Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, <u>land Hannah</u> , have the express authority to certify that:
Information on the attached Entity OFT from AVS is accurate, complete, and up- to-date. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.
Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.
8 7 01 Montes Date Signature Title

IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.gov on the Internet.

Part D.

StE Clearing & Hydroseeding LLC Contractor Name:

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors:
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name Address	Diann Hannul Do Bay 277 Vo May, UN 25696	Position/Title Telephone # 304 476 5156 of (146)237-1700 We make the control of
Begin Date:	Est ABL Switched toLL 2/3/06	
Name Address	Evette Hannah PoBac 277 Varnes, W 25696 2-3-06	Position/Title Nonline Telephone # (304) 436-5147 % of Ownership 2570 Ending Date:
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Name Address	Stephanie Woolum Al. 13 Bay 18 Delbarton, W 25070	Telephone # (304)436-6677 % of Ownership 2590 Ending Date:
Begin Date	: 2-3-06	- -
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PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 SIB, Constitution Ave., NW, Washington, D.C. 20240.

RFQ#DEP14121 Twin Branch Portal Reclamation Project

Addendum #2 Revised Bid Date: 08/07/2007

Revised Bid Sheet

Vendors Name	S& E Clearing		
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Item NO	Quantity	Units	Description	Unit Price	Amount
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	\$61,823.82	
2.0	1	LS	Construction Layout Stakes (Limited to 5% of Total Bid)	\$ 16,200.00	
3.0	1	LS	Quality Control (Limited to 3% of Total Bid)	\$ 3,700.00	
4.0	1	LS	Site Preparation (Limited to 10% of Total Bid)	\$ 33,000.00	
5.0	6,500	LF	Sediment Control Barrier	\$ 3.34	
6.0	1	LS	Structure Demolition	\$29,853.20	\$ 29,853.20
7.1	11	AC	Revegetation (Per Plan View Acre)	\$ 2,546.00	
7.2	1,700	SY	Erosion Control Matting (Per Plan View Square Yard)	\$ 1.93	
8.1a	770	LF	Grass Lined Ditches	\$ 9.55	\$ 7,353.50
8.1b	620	LF	Rock Rip-rap Lined Ditches	\$ 16.98	\$ 10,527.60
8.1c	450	LF	Fabriform Lined Ditches	\$ 81.91	\$ 36,859.50
8.1d	720	LF	Rock Rip-Rap V-Diversions	\$ 16.83	\$ 12,117.60
8.1e	590	LF	Rock Rip-Rap Trapezoidal Diversions	\$ 29.44	\$ 17,369.60
8.2	135	LF	Stream Bank Protection	\$ 56.00	
8.3	1	EA	Temporary Stream Crossing	\$ 4,713.85	\$ 4,713.85
8.4	2,000	LF	Subsurface Drains	\$ 18.08	\$ 36,159.00
9.1	1	LS	Right-of-Way Fence	\$ 4,960.00	\$ 4,960.00
9.2	79,000	CYD	Unclassified Excavation	\$ 5.79	\$457,113.60
10.0	8	AC	Soil Cover & Regrade	\$ 9,595.65	\$ 76,765.20
11.0	3	EA	Vertical Shaft Seal		\$ 74,948.70
12.0	1	EA	Bat Gate Installation	\$ 13,000.00	\$ 13,000.00
14.0	800	TN	Road Surfacing	\$ 21.25	\$ 17,000.00
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			TOTAL		\$ 974,039.62

BID BOND

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NOTE:

		AGENCY(A)
		RFQ/RFP# (B)
• •	Bid Bo	ond
WV State Agency		PRESENTS, That we, the undersigned,
WV State Agency		D) (E) ,
(Stated on Page 1 "Spending Unit")	(C) 01 (1)	of (G)
Request for Quotation Number (upper-		
right comer of page #1)		organized and existing under the laws
Your Company Name		ts principal office in the City of
City, Location of your Company		held and firmly bound unto The State
State, Location of your Company	of West Virginia, as Obligee, in the penal	sum of (K)
Surety Corporate Name	(\$) for the payme	nt of which, well and truly to be made,
City, Location of Surety	we jointly and severally bind ourselves, ou	
State, Location of Surety	successors and assigns.	
State of Surety Incorporation		ation is such that whereas the Principal
	has submitted to the Purchasing Section of	
City of Surety Incorporation	a certain bid or proposal, attached hereto a	
Minimum amount of acceptable bid		ito made a part nercon to circi mio a
bond is 5% of total bid. You may state	contract in writing for	
"5% of bid" or a specific amount on	(M)	
this line in words.		
Amount of bond in figures		
Brief Description of scope of work	NOW THEREFORE.	· .
Day of the month	(a) If said bid shall be rejected, o	
Month	(b) If said bid shall be accepted a	
Year	contract in accordance with the bid or prop	osal attached hereto and shall furnish
Name of Corporation	any other bonds and insurance required by	
Raised Corporate Seal of Principal	other respects perform the agreement create	
Signature of President or Vice .	this obligation shall be null and void, other	
President	force and effect. It is expressly understood	
•	Surety for any and all claims hereunder sha	
Title of person signing		in, in no event, exceed the penal
Raised Corporate Seal of Surety	amount of this obligation as herein stated	all and all all and a second and all a
Corporate Name of Surety	The Surety for value received, her	
	obligations of said Surety and its bond shall	
Signature of Attorney in Fact of the	any extension of time within which the Obl	
Surety -	Surety does hereby waive notice of any suc	
Dated, Power of Attorney with Raised		pal and Surety have hereunto set their
Surety Seal must accompany this bid	hands and seals, and such of them as are co	rporations have caused their corporate
bond.	seals to be affixed hereto and these presents	to be signed by their proper officers,
-		_, 20 <u>(P)</u>
·		
	Principal Corporate Seal	(O)
	Timorpai Corporate Coar	(Name of Principal)
•	. m)	
	(R)	By (S)
•	•	(Must be President or
		Vice President)
	•	(T)
•		Title
	(U)	
	Surety Corporate Seal	(V)
•	* *	(Name of Surety)
	•	
	·	(X)
·		Attorney in Fact

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

RFQ No. DEP14121

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 owned 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: Stelleaning - Ludroseeding, LLC
Authorized Signature: Date: 8/7/09
Purchasing Affidavit (Revised 94/15/07)