



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
 DEP13872

PAGE
 1

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

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108

CHARLESTON WV 25364

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

V
E
N
D
O
R

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/08/2008				


BID OPENING DATE: 08/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
ADDENDUM ISSUED TO DISTRIBUTE THE REVISED PURCHASING AFFIDAVIT. PLEASE READ CAREFULLY, SIGN, AND DATE. THE AFFIDAVIT MUST BE INCLUDED WITH YOUR BID SUBMITTAL IN ORDER TO BE CONSIDERED FOR AWARD.						
BID DATE AND OPENING TIME REMAIN UNCHANGED AS 08/26/2008 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
TOTAL						\$ 4,808,765 ⁰⁰

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25301
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

RECEIVED
 08 AUG 26 PM 12:20
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-414-0255 DATE: 8-26-08

TITLE: PRESIDENT FEIN: 55-0754491 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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 is in compliance with the requirements as stated.

Vendor's Name: EASTERN ARROW CORP. INC.Authorized Signature:  Date: 8-26-08



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
DEP13872

PAGE
1

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

VENDOR

*709063722 01 304-414-0255
 EASTERN ARROW CORP INC
 PO BOX 4108
 CHARLESTON WV 25364

SHIP TO


ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/30/2008				

BID OPENING DATE: 08/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE PINECREEK/OMAR LCAP PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE 07/09/08 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME HAVE BEEN EXTENDED FROM 08/07/08 TO 08/26/08 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 8-26-08
TITLE PRESIDENT	FEIN 55.0754491	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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 13872
Project: Pinecreek Quar

Bid Date: 8/9/08
Pre-Bid Date: 7/9/08

Name : Clyde Bennett
Company: WV DEP
Address: 601 57th St
Charleston WV

Phone #: 384-8180
Fax # : _____
Email : _____

Name : MIKE EDWARDS
Company: KANAWHA STONE Co
Address: P.O. Box 503
MITCHELL WV

Phone# : 304-755-8271
Fax # : 304-755-8274
Email : MIKE.EDWARDS@kanawha-stone.com

Name : Randy Carpenter
Company: Carpenter Reclamation
Address: PO Box 13015 Sissonville
WV 25360

Phone #: 984-1115
Fax # : 984-2770
Email : Rcarper103@aol.com

Name : GENE TERRY
Company: INDOP X
Address: INDOP - OHIO
5720 SCHAFF ROAD
INDEPENDENCE OHIO - 44131

Phone# : 216-524-1700
Fax # : 216-524-1701
Email : WWW.INDEXC.COM

Name : BASIL CARPENTER
Company: Basil Carpenter & Inc
Address: 333 A Call Rd
Chas WV 25312

Phone #: 546-1601
Fax # : 984-3528
Email : _____

Name : Tim Rafter
Company: CETCO
Address: 900 Northbrook Dr
Trenon PA 19053

Phone# : 215 673 357 0630
Fax # : 215 357 0945
Email : Tim.Rafter@CETCO.com

Name : DAVID H. BOWMAN
Company: GREEN MOUNTAIN Co
Address: 511 50th Street
Littleton WV
25304

Phone #: 304 925 0253
Fax # : 925 9093
Email : David.M@AOL.com

Name : JOE PINGLEY
Company: ENVIRONMENTAL Construction
Address: 4847 TRAYS VALLEY Rd
Scott Depot, WV 25560

Phone# : 304 755-8241
Fax # : 304 755-8280
Email : joepingley@earthlink.net

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP13812
Project: PINECREEK, OMAR

Bid Date: 8/7/08
Pre-Bid Date: 7.9.08

Name : Eva Melancon
Company: Mountaineer Grading
Address: Elkview WV

Phone #: 548-6800
Fax #: 548-6900
Email : _____

Name : CLARENCE PATTERSON
Company: PATTERSON CONTR.
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Name : ANN WARDWELL
Company: EASTERN ARROW
Address: PO BOX 4108
CHARLESTON WV
25364

Phone #: 304-414-0255
Fax #: 304-414-0256
Email : easternarrow@hotmail.com

Name : JAY B WARDWELL
Company: EASTERN ARROW
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Name : ROD CLAY
Company: Green Mt Co
Address: 511 5th St
Charleston WV 25304

Phone#: 304-925-0259
Fax #: 925-~~9250~~9250
Email : _____

Name : John James
Company: Terradon
Address: Poca, WV

Phone#: _____
Fax #: _____
Email : _____

Name : William L. Gereacis
Company: Terradon Corp.
Address: Poca, WV

Phone#: _____
Fax #: _____
Email : _____

Name : Jim Downey
Company: TERRADON Corp.
Address: Poca, WV

Phone#: _____
Fax #: _____
Email : _____

PINE CREEK/OMAR LCAP**PRE-BID MEETING****JULY 9, 2008****QUESTIONS RECEIVED AT PRE-BID MEETING**

QUESTION: Is the contractor responsible for handling leachate?

RESPONSE: The contractor should sequence construction so that the leachate storage tank is constructed early. Once the tank is constructed and leachate is delivered to the tank, DEP will handle all leachate hauling from the tank.

QUESTION: Is the relocated creek channel to be constructed on a fill?

RESPONSE: The drawings show the relocated creek channel to be constructed on original ground; however, in this case, original ground is fill that is already in place as a result of the rock quarry operation.

QUESTION: Will the toe buttress have to be put in before the trash is moved?

RESPONSE: Yes.

QUESTION: How will you get the water out of the way of construction if you don't relocate the stream first?

RESPONSE: Chances are you won't. We anticipate that the preferred construction sequence will be to relocate the stream before any other construction begins.

QUESTION: Is there any reclamation plan for the quarry that will impact the location of the stream?

RESPONSE: No. The quarry owner, Pat Patterson, does not have a reclamation plan in-place that will interfere with the location of the relocated stream. However, you should coordinate the stream relocation with him.

QUESTION: How are we going to hold the liner prices until next year?

RESPONSE: Unfortunately, the Owner cannot take responsibility for price increases in materials over the life of the contract. This is the responsibility of the Contractor.

QUESTION: Where is the good soil borrow area?

RESPONSE: We anticipate that some is on the hill above the landfill. The soil covering the existing landfill will also make good borrow material provided it is not mixed with trash; otherwise you will have to research other locations. Please remember that all soil must be screened to the particle sizes required in the specifications. The area must be reclaimed in accordance with the specifications after the borrow area is no longer needed.

QUESTION: Where would the rock borrow areas be?

RESPONSE: On the landfill side or any other area outside of the permitted rock quarry operation. All rock located inside the permit area of the rock quarry belongs to the rock quarry owner, Mr. Patterson. The rock area must be reclaimed in accordance with the specifications after the borrow area is no longer needed.

QUESTION: What will be the last day prior to Bid Opening that you will accept written questions?

RESPONSE: Questions must be asked prior to the bid opening date and addressed to the Purchasing Division.

QUESTION: Does a written safety plan have to be submitted with the "No Debt Affidavit".

RESPONSE: No. There is a new "No Debt Affidavit" dated 7-1-08 that can be obtained from the state purchasing web site. Be sure to use the new one and submit it with the Bid. When you sign this "No Debt Affidavit" you are also certifying that you have a written Drug Free Work Place Plan in-place and will make it available at contract signing.

QUESTION: Will we have to provide daily cover if we work 24 hours a day?

RESPONSE: No. If you are actively working the area 24 hours per day, you will not have to provide daily cover as required by state law. However, if you do not work an area continuously then the daily cover requirement is in effect.

QUESTION: Would you please clarify how excavation of waste is to be paid.

RESPONSE: Delete section 18.1, paragraph 5 and 6 and replace the paragraphs with the following:

5. Excavation and fill required for the landfill toe buttress. Material incorporated into the toe buttress, both soil and rock, will be paid per cubic yard based on before and after cross sections surveyed on 50 foot intervals along "Baseline A". Fill made beyond the limits of fill shown for the buttress as shown on the cross sections will be at the Contractor's own expense. Excavation of soil and rock associated with the toe buttress will be considered incidental to construction and no separate payment will be made. However, it should be noted that material removed from the clay cap on the existing landfill will be paid for as excavation. Such material used in the buttress will effectively be paid for twice; once as excavation, and once as fill.
6. Excavation of the waste material will be paid for on a cubic yard basis measured between existing ground and final subgrade for the cover. This project is designed as a balanced job, with excess or deficient material made up by raising or lowering the balance bench indicated on the plans. Note: If the existing cover material is removed and used either in the buttress fill or final cover, such material will be effectively paid for twice as mentioned above.

Additional Questions Received from Tank Manufacturer

Primary tank –

- Q • Drawings show 50x15.0' sidewall with a liquid depth of 13.0' and required 2' freeboard. Specs say must be net 213,000 gallons. These 2 do not match up. To get 213K, we need 14.3' liquid depth. Then to get 24" freeboard, we would need to add 19" extension. The net sidewall would be 16.7' w/ 28" freeboard at 213,000 gallon capacity. Please specify what is required?

ANSWER: Use dimensions as shown with 13 feet to overflow. Tank storage will be 190,833 gallons

- Q • Drawings show steps (not a ladder) on the exterior of the primary tank between the cross over walkway elevation and the top of the tank sidewall. We believe that this is a drawing error because all others are ladders both inside and outside primary & 2ndary are ladders not a staircase. Do you really want that 5 or 6 step staircase suspended up in the air?

ANSWER: Delete the steps and use a ladder

- Q • Details of the primary tank drain (B/31 & C/31) do not match. Which one is required? Our preference would be C/31.

ANSWER: Use detail c/31. Terminate riser pipe 1" below tank floor, and retain removable silt stop for both details

Secondary Tank –

- Q • Drawing shows 9.5' liquid depth + 2' freeboard & top of tank wall at 11.5'. If we have to get 213K + 10% then liquid depth = 10.5'. We assume we need to raise the overflow 12" leaving just 12" freeboard. Is that correct?

ANSWER: Use dimensions as shown. This will provide approximately 214,426 gallons of storage, which is equal to the 190,833 gallons in primary tank plus 12% excess storage

- Q • Tank specs call for a bottom manway for only the primary tank. Drawing sheet 31 is also drawn that way. However drawing sheet 12 shows a bottom manway in both primary and secondary tank. Is there to be a manway in the 2ndary tank?

ANSWER: An access manway is to be installed on both tanks.



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
 DEP13872

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR A LANDFILL CLOSURE KNOWN AS THE "PINE CREEK/OMAR SANITAR LANDFILL CLOSURE" PROJECT LOCATED IN LOGAN CO. NEAR OMAR, WV.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 07/09/08 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. ALSO, PREBIDS COULD INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</p> <p>DIRECTIONS TO PREBID: HEADING SOUTH ON ROUTE 119, TAKE THE LOGAN EXIT. HEAD SOUTH ON ROUTE 44. TRAVEL 8 MILES TO THE TOWN OF OMAR TURN RIGHT AT THE BRIDGE ACROSS FROM SANDY BOTTOM ROAD. (SANDY BOTTOM ROAD IS ON ONE SIDE AND THE BRIDGE IS ON THE OTHER.) GO 1/10 MILE AND TURN RIGHT ON PINE CREEK ROAD (CR119/5) AND TRAVEL 8/10 OF A MILE TO THE STONE QUARRY ON THE RIGHT.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, BY CALLING CLYDE BENNETT AT 304-389-8180 UPON PAYMENT OF \$50.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	8-26-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0754491	

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
 DEP13872

PAGE
 2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	PRINTING OFFER	SHIP VIA	FOB	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: 08/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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 LOGAN 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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:
 DEP13872

PAGE:
 3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **08/07/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR, CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305 OR PHONE 304-558-7890.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ 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
 DEP13872

PAGE
 4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:.....EASTERN ARROW CORP INC.</p> <p>CONTRACTORS LICENSE #:.....WV 022303.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR 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>(1) NOTICE TO PROCEED: THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	8-26-08
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0754491	

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
 DEP13872

PAGE
 5

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(2) GUARANTEE AND MAINTENANCE:</p> <p>(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 GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(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 IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:</p> <p>(1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	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
DEP13872

PAGE
6

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

RFQ COPY
TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:</p> <p>(A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.</p> <p>(B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "PINE CREEK/OMAR LANDFILL CLOSURE" PROJECT. SAID PLANS AND SPECIFICATIONS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 44 DRAWINGS AS PREPARED BY TERRADON.</p> <p>(6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT: THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
DEP13872

PAGE
7

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

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

VENDOR

**EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net**

SUBMIT

**ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				
BID OPENING DATE: 08/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UGP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>LIQUIDATED DAMAGES: ACCORDING TO WEST VIRGINIA CODE 5A-3-4(8), VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$500 PER DAY FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IN THE CONTRACT, OR ANY EXTENSION THEREOF. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AGENCY'S RIGHT TO PURSUE TO ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AGENCY MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</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 IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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:
DEP13872

PAGE:
9

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

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

BUYER

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: 08/07/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURSUANT TO W. VA. 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	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
DEP13872

PAGE
10

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

RFQ COPY
TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 **304-926-0499**

DATE PRINTED 06/12/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FERN	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
DEP13872

PAGE
11

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF WASTE MANAGEMENT
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 06/12/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/07/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP13872</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</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 BIDS.</p> <p>.....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 8-26-08
TITLE PRESIDENT	FEIN 65-0754491	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
DEP13872

PAGE
13

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

EASTERN ARROW
 P.O. BOX 4108
 CHARLESTON, WV 25364
 PHONE: 304 414-0255
 FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF WASTE MANAGEMENT
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 06/12/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/07/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-414-0256		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				ANN WARDWELL		
***** THIS IS THE END OF RFQ DEP13872 ***** TOTAL:						<u>4808765⁰⁰</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 8-26-08
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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

**BID SCHEDULE
#DEP13872**

014

West Virginia Division of Environmental Protection
Division of Land Restoration
Landfill Closure Assistance Program
Pine Creek/Omar Sanitary Landfill
Logan County, West Virginia

P. 1 of 3

EASTERN ARROW
P.O. BOX 4108
CHARLESTON, WV 25364
PHONE: 304 414-0255
FAX: 304 414-0256
easternarrow@hotmail.com
easternarrow.net

Contractor's Name: _____

Item No:	Quantity	Description	Unit Price	Amount
6.0	LS	Gas Line Relocation (per lump sum)	Lump Sum	\$ 118,656
13.0	LS	Mobilization and Demobilization (not to exceed 10% of total bid)	Lump Sum	\$ 35,000
14.0	LS	Construction Layout (not to exceed 5% of total bid)	Lump Sum	\$ 19,000
15.0	LS	Quality Control (not to exceed 3% of total bid)	Lump Sum	\$ 5,000
16.1	LS	Site Preparation (not to exceed 5% of total bid)	Lump Sum	\$ 240,000
16.2	4	Rock Check Dam (per each)	\$ 1500	\$ 6000
16.3	7,500	Silt Fence (per linear foot)	\$ 1	\$ 7500
16.4	LS	Site Demolition (per lump sum)	Lump Sum	100,000
16.5	90	48" RCP Fill with No. 57 Stone (per ton)	\$ 65	\$ 5850
17.1	3,409	Type 1 Channel - Grass Lined (No temp ECM) (per linear foot)	\$ 5	\$ 17,045
17.2	1,618	Type 2 Channel - Grass Lined with Temp ECM (per linear foot)	\$ 6	\$ 9,708
17.3	310	Type 3 Channel - 6" Riprap Channel (per linear foot)	\$ 18	\$ 5,580
17.4	2,380	Type 4 Channel - 9" Riprap Channel (per linear foot)	\$ 34	\$ 80,920
17.5	583	Type 5 Channel - 12" Riprap Channel (per linear foot)	\$ 21	\$ 12,243
17.6	150	Type 6 Channel - 18" Riprap Channel (per linear foot)	\$ 28	\$ 4,200

015

BID SCHEDULE (Cont.)

P. 2 of 3

17.7	77	Type 7 Channel - 24" Riprap Channel (per linear foot)	\$ 45 ⁻	\$ 3465
17.8	300	36" CMP Storm Drainage Pipe (per linear foot)	\$ 111 ⁻	\$ 33,300 ⁻
17.9	60	24" CMP Storm Drainage Pipe (per linear foot)	\$ 109 ⁻	\$ 6540 ⁻
17.10	100	18" CMP Storm Drainage Pipe (per linear foot)	\$ 68 ⁻	\$ 6800 ⁻
17.11	160	12" CMP Storm Drainage Pipe (per linear foot)	\$ 44 ⁻	\$ 7040 ⁻
17.12	400	Riprap Aprons (per cubic yard)	\$ 25 ⁻	\$ 10,000 ⁻
17.13	2500	1 Cubic Yard/Ft. Underdrain (per linear foot)	\$ 27 ⁻	\$ 67,500 ⁻
17.14	650	Cut-off Trench (per linear foot)	\$ 36 ⁻	\$ 23,400 ⁻
18.1	LS	Pond "A" (per lump sum) (includes riser and outlet structures)	Lump Sum	\$ 112,622 ⁻
18.2	250,000	Unclassified (Waste) Excavation (per cubic yard)	\$ 3 ⁵⁰	\$ 875,000 ⁻
18.3	105,000	Soil/Rock Buttress (per cubic yard) (Fill)	\$ 3 ⁵⁰	\$ 367,500 ⁻
19.1	2,000	Leachate Collection Line (per linear foot)(cleanouts incidental)	\$ 15 ⁻	\$ 30,000 ⁻
19.2	1,000	Leachate Transmission Line (per linear foot)(cleanouts incidental)	\$ 40 ⁻	\$ 40,000 ⁻
19.3	LS	Flow Metering Station (per lump sum)	Lump Sum	\$ 15,000 ⁻
20.1	60,000	6" Cap Topsoil (per square yard)	\$ 2 ⁻	\$ 120,000 ⁻
20.2	54,000	6" Cap Daily Cover (per square yard)	\$ 0 ⁵⁰	\$ 27,000 ⁻
20.3	60,000	12" (-2") Material Clay Cap (per square yard)	\$ 4 ⁻	\$ 240,000 ⁻
20.4	60,000	24" (-6") Material Cap Intermediate Soil Cover Layer (per square yard)	\$ 4 ⁻	\$ 240,000 ⁻
20.5	54,600	Geonet Cap Composite Gas/Seep Mgmt. Layer (per square yard)	\$ 5 ³⁶	\$ 292,656 ⁻
20.6	66,000	Geonet Cap Composite Drainage Layer (per square yard)	\$ 5 ²⁵	\$ 346,500 ⁻
20.7	66,000	40 mil. VFPE Textured Cover (per square yard)	\$ 5 ²⁵	\$ 346,500 ⁻
20.8	2,300	Cap Anchor Trench (per linear foot)	\$ 6 ⁴⁰	\$ 14,720 ⁻

ALL
8-26-08
ALL
8-26-08

BID SCHEDULE (Cont.)

016

P. 3 of 3

20.9	14	Passive Gas Vents (per each)	\$ 2,500 ⁻	\$ 35,000 ⁻
20.10	6	Shallow Gas Vents Including Piping & Gravel (per each)	\$ 1,500 ⁻	\$ 9,000 ⁻
21.2	12,500	12" (-6") Material Clay Barrier (per square yard)	\$ 3 ⁵⁰ / ₁₀₀	\$ 43,750 ⁻
21.3	12,500	6" (-2") Material Clay Barrier (per square yard)	\$ 3 ⁵⁰ / ₁₀₀	\$ 43,750 ⁻
21.4	15,000	Geosynthetic Clay Barrier (per square yard)	\$ 7 ⁶⁶ / ₁₀₀	\$ 114,900 ⁻
21.5	15,000	Geonet Cut-Off Wall Composite Drainage Layer (per square yard)	\$ 5 ⁶⁵ / ₁₀₀	\$ 84,750 ⁻
21.6	14,000	18" Cut-Off Wall Protective Cover Layer (per square yard)	\$ 3 ⁵⁰ / ₁₀₀	\$ 49,000 ⁻
22.0	LS	Leachate Tank/Site Prep including road, valves, piping (per lump sum)	Lump Sum	\$ 448,000 ⁻
23.1	1,000	Access Road Relocation (per square yard)	\$ 10 ⁻	\$ 10,000 ⁻
23.2	1,440	8' All Weather Road (per linear foot)	\$ 10 ⁻	\$ 14,400 ⁻
24.1	3,720	Barbed Wire Fence (per linear foot)	\$ 7 ²⁵ / ₁₀₀	\$ 26,970 ⁻
24.4	3	Monitoring Well Extension (per each)	\$ 2,000 ⁻	\$ 6,000 ⁻
25.0	20	Revegetation (per acre) (borrow areas incidental)	\$ 2,000 ⁻	\$ 40,000 ⁻
			TOTAL	\$ 4,808,765 ⁻

ALW
8-26-08

EASTERN ARROW
P.O. BOX 4108
CHARLESTON, WV 25364
PHONE: 304 414-0255
FAX: 304 414-0256
 easternarrow@hotmail.com
 easternarrow.net

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation DBA Pioneer Construction
of PO Box 4108, Charleston, West Virginia 25364, as Principal, and Ohio Farmers Insurance Company
of PO Box 5001 Westfield Center Ohio, 44251, a corporation organized and existing under the laws of the State of Ohio
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 5% of bid amount (\$ 5% of bid amount) 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
DEP13872, Pine Creek/Omar Sanitary Landfill Closure in Logan County, according to plans and 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 August, 2008.

Principal Corporate Seal

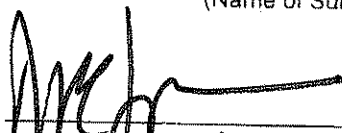
Eastern Arrow Corporation DBA Pioneer Constructor
(Name of Principal)

By 
(Must be President or
Vice President)

Ann Wardwell, President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)


Attorney-in-Fact
Ross Johnson, 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

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, 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, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----

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 03rd day of DECEMBER 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 03rd day of DECEMBER 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, 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 August A.D., 2008 .



Frank A. Carrino Secretary Frank A. Carrino, Secretary