



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
DEP14147

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
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/29/2008 | | | | |

BID OPENING DATE: **07/24/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | JB | | 962-73 | | # 806,304.00 |
| <p>RECLAMATION: RESTORATION OF WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR 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 VMS, LTD., NOW UNDER REVOKED PERMIT NUMBER(S) S-1045-87. THIS SITE CONSISTS OF APPROXIMATELY 40 ACRES AND IS LOCATED NEAR ARTHURDALE, WV IN MONONGALIA 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 06/24/2008 @ 2:00 PM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: FROM THE INTERSECTION OF I-68 AND US 119, TRAVEL SOUTH ON US 119 FOR APPROX. 7.6 MILES. TURN EAST (LEFT) ONTO COUNTY ROUTE 119/13 (GLADESVILLE RD). TRAVEL APPROX. 0.8 MILE TO HAULROAD ON THE RIGHT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED</p> | | | | | | |

RECEIVED
 08 JUL 24 PH 1:18
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------------|------------------------------|-----------------------------------|
| SIGNATURE <i>Mark D Freshour</i> | TELEPHONE 372-4378 | DATE 7-24-08 |
| TITLE PRESIDENT | FEIN 55-0762758 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFO, 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
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Post Office Box 50130
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| <p>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 MONONGALIA 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</p> | | | | | | |

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| | | |
|---------------------------------------|-----------------------|-----------------------------------|
| SIGNATURE <i>Meike S. Freshour</i> | TELEPHONE 372-4378 | DATE 7-24-08 |
| TITLE PRESIDENT | FEIN 55-0762758 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| | | | | | | |
| <p>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 EXCAVATING INC.</i> CONTRACTORS LICENSE NO. - <i>W.V.D.32594.....</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 RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> | | | | | | |

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|--------------------------------------|-----------------------|-----------------------------------|
| SIGNATURE <i>Mike S. Freshour</i> | TELEPHONE 372-4378 | DATE 7-24-08 |
| TITLE <i>PRESIDENT</i> | FEIN 55-0762759 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <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 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, O 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> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL</p> | | | | | | |

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| 6 |

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| <p>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> <p>3. 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 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</p> | | | | | | |

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| SIGNATURE | TELEPHONE | DATE |
| <i>Meike D Freshour</i> | 372-4378 | 7-24-08 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| PRESIDENT | 55-0762758 | |

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BIDDING

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| <p>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> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p> | | | | | | |

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| <p>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: right;">DEP14147.....</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> | | | | | | |

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| SIGNATURE <i>Mike S. Freshour</i> | TELEPHONE 372-4378 | DATE 7-24-08 |
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| ADDENDUM NOS.: | | | | | | |
| NO. 1 | | | ✓ | | | |
| NO. 2 | | | | | | |
| NO. 3 | | | | | | |
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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>.....<i>Maite D Freshour</i>..... SIGNATURE ..<i>EAGLE EXCAVATION, INC.</i>..... COMPANY <i>7-24-08</i>..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> | | | | | | |

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| SIGNATURE <i>Maite D Freshour</i> | TELEPHONE <i>372-4378</i> | DATE <i>7-24-08</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
 DEP14147

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
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 07/10/2008 | | | | |

BID OPENING DATE: **07/24/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UQP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|---|-----|--------|-------------|------------|---------------|
| | ***** ADDENDUM NO. 1 ***** | | | | | |
| | ADDENUM ISSUED FOR THE VMS, LTD. PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET, THE Q&A, REVISED BID SCHEDULE, AND THE SKIMMER BOARD DETAIL DRAWING AS A RESULT OF THE PRE-BID MEETING OF 06/24/08. | | | | | |
| | BID OPENING DATE AND TIME REMAIN UNCHANGED AS 07/24/08 AT 1:30 PM. | | | | | |
| | ***** NO OTHER CHANGES ***** | | | | | |
| 0001 | 1 | JB | | 962-73 | | \$ 806,304.19 |
| | RECLAMATION: RESTORATION OF WATER | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|-----------------------|-----------------------------------|
| SIGNATURE <i>Meike S Freshour</i> | TELEPHONE 372-4378 | DATE 7-24-08 |
| TITLE PRESIDENT | FEIN 55-D762758 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14147
 Project: VMS, Ltd.
S-1045-87

Bid Date: 07/24/08
 Pre-Bid Date: 6/24/08

Name : David Mathias
 Company: Kanawha Stone Co.
 Address: PO Box 003
Netro, WV 25143
 Phone #: 304-705-8271
 Fax # : 304-705-8274
 Email : David.mathias@kanawha
stone.com

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN Co.
 Address: 511 50th STREET
CHARLESTON WV
25304
 Phone# : 304 925 0253
 Fax # : 925 4043
 Email : Jody May@aol.com

Name : Gary Long
 Company: McCourt & Son Const.
 Address: 2790 Centralia Rd.
Sutton WV 26601
 Phone #: 304-765-5288
 Fax # : 304 765-5293
 Email :

Name : Travis Barbee
 Company: Mid Atlantic Site Development
 Address: 332 Tub Run Hollow Rd.
Hedgesville, WV 25427
 Phone# : 304 229 4111
 Fax # : 304 229 0911
 Email : TravisBarbee@MASDinc.com

Name : NANCY SOMERS
 Company: MIDWAY RECLAMATION LLC
 Address: P.O. BOX 308
WEST MILFORD WV 26451
 Phone #: 304 745-3652
 Fax # : 304 745-3653
 Email :

Name : Jim MYERS
 Company: MASD, INC
 Address: 332 TUB RUN HOLLOW RD.
HEDGESVILLE, WV 25427
 Phone# : 304-229-4111
 Fax # : 304-229-0911
 Email : BROLISB@JAHOO.COM

Name : Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. BOX 13384
Sissonville WV 25360
 Phone #: 984-1725
 Fax # : 984-0074
 Email : BARNES EXC. @AOL.COM

Name : Charlene Pretzel
 Company: JL Pretzel Contracting
 Address: 9 Belgian Estates
Bruceville Mills WV 26525
 Phone# : 304-379-7789
 Fax # : same
 Email : pretzelc@aol.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14147
Project: VMS, Ltd.
S-1045-87

Bid Date: 07/24/08
Pre-Bid Date: 6/24/08

Name : GEORGE FRESHOUR
Company: EAGLE EXCAVATION, INC
Address: P.O. BOX 218
KENNA WV
25248
Phone #: (304) 372-4370
Fax #: (304) 372-4378
Email : same

Name : Jim Irey
Company: Berner Construction, Inc
Address: 1101 Quarry Road
GAP, PA 17527
Phone #: 717 442-3110
Fax #: 717 442-0457
Email : Jim.Irey@BernerConstruction.com
CC121

Name : Don Wendt
Company: Utilities Forestry Svcs
Address: P.O. Box 1027
Clearfield, PA 16830
Phone #: 412-874-0077
Fax #: 814-765-5698
Email :

Name : RONIE WALTON
Company: BEAR CONTRACTING
Address: P.O. 1196
BRIDGEPORT WV
Phone #:
Fax #:
Email :

Did Not Sign

Name : LEONDIS GILKERSON
Company: CJD CONTRACTING
Address: P.O. 37
CRUM WV 25669
Phone #: 304 395 4907
Fax #: 393 4908
Email : CJS CONTRACTING@YAHOO.COM

Name : Spencer Wooddell
Company: Conjugal Up Inc
Address: Po Box 243
Simpson, WVa 26435
Phone #: 304 739 4397
Fax #: SAME
Email : trw-conjugalup@earthlink.net

Name : Doug Vincent
Company: BREKAWAY INC.
Address: 1075 Old Turnpike Rd
Sutton, WV 26601
Phone #: 765-5317
Fax #: 765-5389
Email :

Name : Charles E. Bolger & Son Inc
Company: CHARLES E. BOLGER & SON INC
Address: 125 EAST 2ND ST
KNOXWOOD WV 26137
Phone #: 304-329-1330
Fax #: 329-1571
Email :

004

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14147
Project: VMS, Ltd.
S-1045-87

Bid Date: 07/24/08
Pre-Bid Date: 6/24/08

Name : JAMES ALLEN
Company: J F ALLEN CO
Address: P.O. BOX 2049
BURKHAMTON WV 26201
Phone #: 304 472 8890
Fax #: 304 472 8897
Email : _____

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

Name : BOB CALVERT JR
Company: GREEN RIVER GROUP
Address: 532 Ashbroke Sq
MORGANTOWN WV 26508

Name : _____
Company: _____
Address: _____

Phone #: 304 534-3991
Fax #: 304 534-3992
Email : BOBCALVERTJR@YAHOO.COM

Phone# : _____
Fax # : _____
Email : _____

Name : _____
Company: _____
Address: _____

Name : _____
Company: _____
Address: _____

Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

Name : David McCoy
Company: 6/24/08
Address: _____

Name : _____
Company: _____
Address: _____

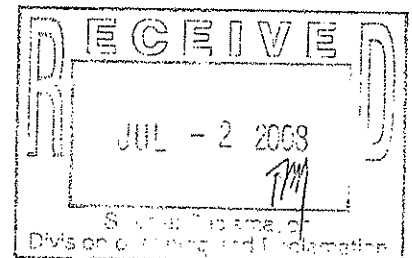
Phone #: _____
Fax #: _____
Email : _____

Phone# : _____
Fax # : _____
Email : _____

**Addendum #1 - Questions During Pre-Bid Meeting
For DEP 14149
VMS, Ltd. Permit # S-1045-87**

005

- 1.) **Bid Item #16.0** Pond Cleaning and Modification has been changed to a **NO BID ITEM**. Do not put any money on this bid item. The Pond Cleaning is addressed on Bid Item #17.0, and the Pond Modification is addressed on Bid Item #21.0.
- 2.) **Q.** Is this all on one land owner?
A. Yes. (Owner name is Jack Trickett.)
- 3.) **Q.** Do you have liner material on the ditch area (in reference to inlet and exit troughs of the aerobic wetland and the manganese removal bed)?
A. Yes, we are lining the inlet and outlet troughs only, not the whole bed or pond.
- 4.) **Q.** Do the skimmer boards have liners attached?
A. No, but the over and under baffles in the manganese removal bed do have liner material attached.
- 5.) **Q.** Is all of the limestone high calcium (>85%) or just the stone in the manganese removal bed?
A. Just the limestone in the manganese removal bed. **Clarification:** The limestone size listed as #57 (1" ~ 1 1/2") on Bid Item #20 and Bid Item #24 should say **1" ~ 1 1/2" size**.
- 6.) **Q.** On the access road upgrade, you talk about the 6 inches of stone paying by the ton, does the 3 inch layer covered on everything?
A. Yes, the 3 inches of crusher run limestone is for the entire road upgrade.
- 7.) **Q.** On page 57 (Site #1 map), how are all of the ditches paid for?
A. Those shall be V-Ditches and will be paid for per linear feet installed (Bid Item #10.0).
- 8.) **Q.** Will the rock in the V-Ditch be regular limestone, or the high calcium limestone?
A. Regular limestone, not high calcium limestone.
- 9.) **Q.** What about a mandatory drug testing program for the contractors to be effective by July 1, 2008?
A. Purchasing will have revised Purchasing Affidavits and revised Terms & Conditions on the back of our Request For Quotations and Purchase Order forms out for use on July 1, 2008. Signing a bid and/or the affidavit after that date will certify the vendor is in compliance with the requirements of the new State law. We will require all construction contracts issued on or after 07/01 have the revised Purchasing Affidavit on file in order to award. Purchasing will request a revised affidavit be signed when they send the request for bonds, insurance, etc., in this particular situation and all other similar projects advertised prior to 07/01 but opened and awarded after 07/01. (From Chuck Bowman)



- 10.) Q. Do we have to clean out the old pond, and backfill it, and put the new treatment cells there?
A. Yes, the pond must be cleaned out to a solid bottom to reconstruct new embankments and berms. We have separate bid items for water treatment, pond cleaning, and pond modification.
- 11.) Q. Where does the manganese bed lay, where is the four corners of it?
A. Where ever you can fit the bed here at the best location, we have given you the dimensions, and we must have gravity flow from one unit to the next as laid out on the site map for Site #1.
- 12.) Q. Is there a place around here (Site#1) that we can find a borrow area and a disposal site?
A. We would like to use the area where the Aerobic Wetland will be constructed for a borrow area, since that area needs to be lowered. Possible pond cleaning disposal sites may be selected around the old pond location.
- 13.) Q. Is there a compaction spec. on the material that goes in here to reconfigure this (pond site #1)?
A. We did not go with a standard Proctor test, but if you read in the Embankment Construction of the ponds, we want material to be put in certain lifts (page 24 Bid Item#21.0)
- 14.) Q. Do we have to worry about clearing land around the pond (site 1) and being on another property owner?
A. We are not certain where the property owner markers are around the pond (site 1). We will define the construction limits during construction.
- 15.) Q. Do you think we will find suitable material to build the new pond with?
A. Yes, we think so.
- 16.) Q. What will we do with the pond cleanings (site 2)?
A. Dispose of them on site 2 as close to the pond as possible.
- 17.) Q. Can all three sites be worked at the same time?
A. Yes.
- 18.) Q. The diversion ditches, are we putting stone back in them, or are we just reshaping them to drain properly?
A. Some contour ditches shown on the site map are not going to be re-worked, only the ditches on the site map with bold black arrows and lines will be rock lined and paid for under the V-Ditch bid item.
- 19.) Q. How much time do you think it is going to take from the bid date to the Notice to Proceed?
A. Six to eight weeks. Once the Purchase Order is issued by Purchasing Division, DEP will issue the Notice to Proceed within ten days.
- 20.) Q. The sludge cell (site 3) top dimensions that you give, are you going to have freeboard on it as well?
A. Yes, two feet minimum.

- 21.) Q. On the road construction, are they going to cut the brush back?
A. Yes, clearing a thirty feet wide right of way on the roads is included.
- 22.) Q. Is the 150 feet of seep collector to be installed on the bank where the seeps are on the surface?
A. Yes, and we have a detail drawing on page 67 Seep Conveyance #3.
- 23.) Q. On the 40 acres of seed, where is it all at?
A. We plan to use it all, we have spot bare areas to cover, and around all three sites.
- 24.) Q. You have 15 tons/acre of lime at 85% purity, is that correct?
A. Yes, that is correct. We also use what was required in the original permit.
- 25.) Q. In the sludge cell (site 3), are you just putting one pipe in it?
A. Yes, in one end.
- 26.) Q. Are you going to require pea-gravel or can you use small sandstone (sludge cell underdrain)?
A. You can also use small size sandstone or pea-gravel as long as you meet the size requirement.
- 27.) Q. What is the depth on this pond (site 3) when we get done?
A. Clean existing pond to a minimum depth of 8 feet with 2 feet of freeboard.
- 28.) Q. How far below the pond can we put pond cleanings (site 3)?
A. You are working in a limited area, due to some wet areas currently draining water.
- 29.) Q. Can we put the road somewhere else?
A. No, lets bid this as we have planned it.
- 30.) Q. Is this water bad now (site 3 pond)?
A. Yes, on page 26 Bid Item #27.0 Water Treatment, there is a table of average water quality. At times this water drops below 6 pH.
- 31.) Q. Where is the material come from to build the embankment in the pond (site 3)?
A. Use material from the bank excavation for the road, and material from the sludge cell construction.
- 32.) Q. Do we clean around the perimeter of the pond as well (pond 4)?
A. No, we will only clean sediment out of pond inlet and install ditches. We will do some revegetation which is covered with the 40 acres in the Revegetation bid items.

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

008

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|----------|---|--------------------------------|------------------------|
| BID SCHEDULE | | | | |
| PERMIT NAME: VMS, LTD | | | | |
| PERMIT NUMBER(S): S-1045-87 | | | | |
| The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. | | | | |
| 1.0 | LUMP SUM | MOBILIZATION/DEMobilIZATION/PROJECT SIGN (5% Total Bid Maximum for this permit) | LUMP SUM | \$10,000 ⁰⁰ |
| 2.0 | LUMP SUM | SPILL CONTAINMENT AREA (S.C.A.) (\$1,000.00 Maximum Bid for this permit) | LUMP SUM | \$1,000 ⁰⁰ |
| 3.0 | 1600 LF | ACCESS ROAD UPGRADE | \$ 7 ⁰⁰ PER LF | \$11,200 ⁰⁰ |
| 3.1 | 300 LF | FILTER FABRIC FOR ROAD UPGRADE | \$ 1 ³⁰ PER LF | \$390 ⁰⁰ |
| 3.2 | 90 TON | INCIDENTAL STONE FOR ROAD UPGRADE | \$ 20 ⁵⁰ PER TON | \$1,845 ⁰⁰ |
| 3.3 | 5900 LF | CONSTRUCT NEW ACCESS ROAD | \$ 16 ⁰⁰ PER LF | \$94,400 ⁰⁰ |
| 4.0 | 220 LF | HDPE CULVERT 15 INCH DIAMETER | \$ 35 ⁰⁰ PER LF | \$7,700 ⁰⁰ |
| 5.0 | 180 LF | HDPE CULVERT 24 INCH DIAMETER | \$ 40 ⁰⁰ PER LF | \$7,200 ⁰⁰ |
| 6.0 | 800 LF | HAYBALE DIKE (Max. Bid \$5.00 Per LF) | \$ 5 ⁰⁰ PER LF | \$4,000 ⁰⁰ |
| 7.0 | LUMP SUM | CLEAR AND GRUB | LUMP SUM | \$15,000 ⁰⁰ |
| 8.0 | | REVEGETATION | | |

| | | |
|--|-----------|-----------------------------|
| BUYER CB-23 | PAGE 5 | REQ. OR PO NO. DEP 14147 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

019

| | | | | |
|---------------|----------|---------------------------------------|--|-------------------------------|
| 8.1 | 40 AC | <u>AGRICULTURAL LIME</u> | \$ <u>660⁰⁰</u> PER ACRE | \$ <u>26,400⁰⁰</u> |
| 8.2 | 40 AC | <u>FERTILIZER</u> | \$ <u>500⁰⁰</u> PER ACRE | \$ <u>20,000⁰⁰</u> |
| 8.3 | 40 AC | <u>MULCH</u> | \$ <u>500⁰⁰</u> PER ACRE | \$ <u>20,000⁰⁰</u> |
| 8.4 | 40 AC | <u>VEGETATIVE SPECIES</u> | \$ <u>500⁰⁰</u> PER ACRE | \$ <u>20,000⁰⁰</u> |
| 9.0 | 660 LF | <u>SIX-FOOT TRAPEZOIDAL DITCH</u> | \$ <u>23⁰⁰</u> PER LF | \$ <u>15,180⁰⁰</u> |
| 10.0 | 3490 LF | <u>FOUR-FOOT V-DITCH</u> | \$ <u>13⁰⁰</u> PER LF | \$ <u>45,370⁰⁰</u> |
| 11.0 | 450 LF | <u>FOUR-FOOT GROUTED V-DITCH</u> | \$ <u>30⁰⁰</u> PER LF | \$ <u>13,500⁰⁰</u> |
| 12.0 | 80 LF | <u>EXIT SPILLWAY CHANNELS</u> | \$ <u>60⁰⁰</u> PER LF | \$ <u>4,800⁰⁰</u> |
| 13.0 | 60 LF | <u>12 INCH HDPE PIPE</u> | \$ <u>25⁰⁰</u> PER LF | \$ <u>1,500⁰⁰</u> |
| 14.0 | 600 LF | <u>BAFFLE CURTAIN</u> | \$ <u>14⁰⁰</u> PER LF | \$ <u>8,400⁰⁰</u> |
| <u>SITE 1</u> | | | | |
| 15.0 | LUMP SUM | <u>WATER TREATMENT</u> | LUMP SUM | \$ <u>3,000⁰⁰</u> |
| 16.0 | LUMP SUM | <u>POND CLEANING AND MODIFICATION</u> | NO BID ITEM | DELETE BID ITEM |
| 17.0 | LUMP SUM | <u>POND CLEANING</u> | LUMP SUM | \$ <u>15,000⁰⁰</u> |
| 18.0 | 120 LF | <u>SEEP CONVEYANCE DRAIN 1</u> | \$ <u>55⁰⁰</u> PER LF | \$ <u>6,600⁰⁰</u> |
| 19.0 | LUMP SUM | <u>AEROBIC WETLAND</u> | LUMP SUM | \$ <u>35,000⁰⁰</u> |
| 20.0 | LUMP SUM | <u>MANGANESE REMOVAL BED</u> | LUMP SUM | \$ <u>42,519⁰⁰</u> |

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

010

| | | | | | |
|------|------------------|-----------------------------------|--------------------|----------|----|
| 21.0 | LUMP SUM | <u>SETTLING POND MODIFICATION</u> | LUMP SUM | \$10,000 | 00 |
| | | <u>SITE 2</u> | | | |
| 22.0 | LUMP SUM | <u>WATER TREATMENT</u> | LUMP SUM | \$3,000 | 00 |
| 23.0 | LUMP SUM | <u>POND CLEANING</u> | LUMP SUM | \$23,000 | 00 |
| 24.0 | LUMP SUM | <u>MANGANESE REMOVAL BED</u> | LUMP SUM | \$70,000 | 00 |
| 25.0 | LUMP SUM | <u>SETTLING POND MODIFICATION</u> | LUMP SUM | \$25,000 | 00 |
| 26.0 | 10 LF | <u>SEEP CONVEYANCE DRAIN 2</u> | \$80 ⁰⁰ | \$800 | 00 |
| | | | PER LF | | |
| | | <u>SITE 3</u> | | | |
| 27.0 | LUMP SUM | <u>WATER TREATMENT</u> | LUMP SUM | \$3,000 | 00 |
| 28.0 | LUMP SUM | <u>POND CLEANING</u> | LUMP SUM | \$45,000 | 00 |
| 29.0 | 135 LF | <u>SEEP CONVEYANCE DRAIN 3</u> | \$40 ⁰⁰ | \$5,400 | 00 |
| | | | PER LF | | |
| 30.0 | LUMP SUM | <u>SETTLING POND MODIFICATION</u> | LUMP SUM | \$30,000 | 00 |
| 31.0 | LUMP SUM | <u>SLUDGE DISPOSAL CELL</u> | LUMP SUM | \$15,000 | 00 |
| 32.0 | LUMP SUM | <u>SLUDGE CELL UNDERDRAIN</u> | LUMP SUM | \$6,000 | 00 |
| 33.0 | 10 LF (Depth) | <u>SUB-FOUNDATION PREPARATION</u> | \$25 ⁰⁰ | \$250 | 00 |
| | | | PER LF | | |
| 34.0 | LUMP SUM | <u>FOUNDATION</u> | LUMP SUM | \$15,000 | 00 |
| 35.0 | LUMP SUM | <u>CRANE</u> | LUMP SUM | \$2,000 | 00 |

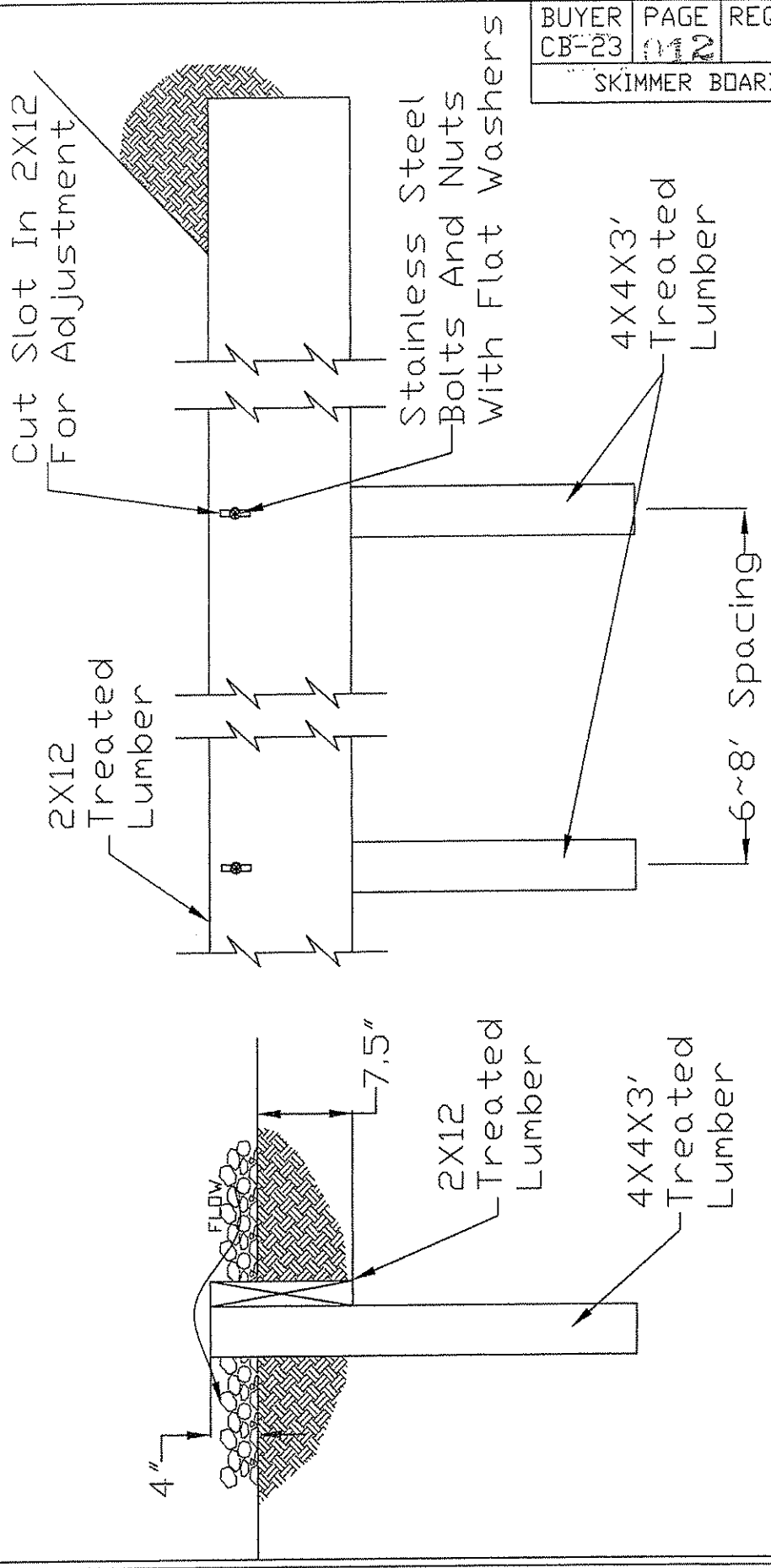
| | | |
|--|-----------|-----------------------------|
| BUYER CB-23 | PAGE 7 | REQ. OR PO NO. DEP 14147 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

011

| | | | | |
|-------------------------------|----------|--|--------------------------------|--------------------------|
| 36.0 | LUMP SUM | <u>DOSING UNIT AND SILO</u> | LUMP SUM | \$ 117,800 ⁰⁰ |
| 37.0 | 100 LF | <u>4 INCH HDPE DRIVELINE</u> | \$ 4 ⁰⁰ PER LF | \$ 400 ⁰⁰ |
| 38.0 | LUMP SUM | <u>WATER CONNECTION AT DISPENSING UNIT</u> | LUMP SUM | \$ 300 ⁰⁰ |
| 39.0 | 450 LF | <u>6 INCH HDPE SLUDGE PIPE</u> | \$ 7 ⁰⁰ PER LF | \$ 3,150 ⁰⁰ |
| 40.0 | 2 EA | <u>PUMP ADAPTOR CONNECTION</u> | \$ 400 ⁰⁰ PER EA | \$ 800 ⁰⁰ |
| 41.0 | 1 EA | <u>WYES (6" HDPE LATERALS 45°)</u> | \$ 400 ⁰⁰ PER EA | \$ 400 ⁰⁰ |
| TOTAL PERMIT <u>S-1045-87</u> | | | | \$ 806,304 ⁰⁰ |

SKIMMER BOARD DETAILS



NOTE: The length of board varies with the application. The ends of the skimmer board shall extend two feet into solid material on each side.

STATE OF WEST VIRGINIA
Purchasing Division072**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 exceeds 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: Meike S Freshour Date: 7-24-08

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
DEP 14147 - VMS, LTD - 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

24th day of July, 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)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

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. MC VEY, 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, 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 24th day of July A.D., 2007.



Frank A. Carrino Secretary