



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:
 DEP14156

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
 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
06/16/2009				

BID OPENING DATE: 06/24/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE BUFFALO COAL COMPANY PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE 05/27/09 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 06/24/09 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND						820,111 ⁰⁰
TOTAL \$						

RECEIVED

2009 JUN 24 P 12:02

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 6-23-09
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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

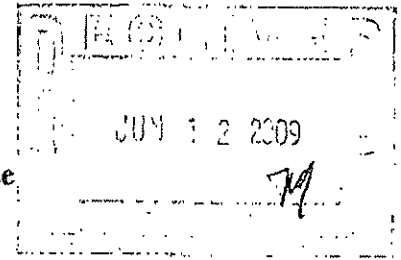
**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover 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 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 case 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

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 14156
Buffalo Coal Company, Inc. Permit # S-2003-03**



The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

- 1.) Q. Item 6.0, liming, what type of lime do you want? Is it required for pit dewatering, or treating continuously throughout after dewatering is over, do we have to monitor that (water quality)? Is it going to cover up spoil (backfilling) or going to treat the water?
A. The lime in the backfill will be the same as the agricultural lime for revegetation. It's not for water treatment, it's for liming the pit and/or creating a pad for toxic material. If we don't find toxic material on the pit floor after it's been dewatered, we're going to use it in the subsurface. We plan to use the whole amount here on the job as an alkalinity amendment.
- 2.) Q. Are we going to treat the water as we dewater the pits?
A. Yes, that's under pit dewatering. Water treatment is incidental to pit dewatering.
- 3.) Q. Will that second gate need to stay closed all the time?
A. Yes, both gates need to be closed and locked, in and out at all times.
- 4.) Q. Is water treatment incidental to pit dewatering?
A. Yes.
- 5.) Q. What is the current pH of the pit water?
A. About 4 or 5, but it's not real high in metals, not a real hard treat.
- 6.) Q. When you say agricultural lime, you're not meaning limestone sands, you're meaning burnt lime?
A. Under bid item 9.1: Unless otherwise specified, all lime used shall be registered with the WV Dept. of Agriculture, have an 85% minimum calcium carbonate equivalent, and meet the fineness classification no larger than for ground lime. The following fineness classifications or combinations of lime are acceptable: See chart for sieve passing percentages for pulverized and ground lime. For the revegetation line item, lime is to be spread at 5 tons/acre, but we'll do 40 tons/acre in the backfilling for alkaline amendment. Clarification: Not burnt lime.
- 7.) Q. On the previous statement you made on backfilling acreage (a lump sum item), you're saying the pit areas equal approximately 19 acres. If it's more than that, can we bring it to your attention after the fact?
A. No, the actual areas and volumes are up to the contractor to determine. 19 acres is a rough estimate. The acreage doesn't matter to us, it's a lump sum bid item, however you bid it is how much you'll get paid for completing it.

- 8.) Q. If it's more than 19 acres, do we just stop at 19 acres?
A. No, you do whatever it takes; if it's 30 acres you do it. We're not paying anything different, it's a lump sum bid item. Individually, it's up to the contractor to come out here and verify it. We're not negotiating anything this time (no 20% over/under), it's going to be up to the contractor to verify areas and volumes.
- 9.) Q. (Directed towards statement of needing approval for more work on regrading and topsoiling) Do we need approval to go after more material for backfilling? We have to do everything that's exposed, there's no need for permission to go after material on the backfilling lump sum item?
A. That's correct, but we don't want to touch anything that's not disturbed, keep to the permit boundaries. That's why on the site map we talk about going from site reference point A to point B. After we get through the spoil material that's closest to pit area 1 done, you're going to have to start going out where they took all this material out on the old haulroad. We want that material brought in to backfill these pits. Anything left over we're just going to regrade in place. Clarification: We expect there to be enough spoil material to complete the backfilling without needing to dig below the approximate original contour.
- 10.) Q. (In reference to regrading the old haulroad in place) Is it all going to drain towards that ditch (between access road and spoil area A), or are we going to crown it?
A. We'll crown it; it'll go off both ways. On the map, we have all the V-ditches routed into the sediment control structure, so in the case that the water is still bad, we can eventually treat it.
- 11.) Q. (In reference to original grade above pit area 1, on the south/southwest side) Is that where the finished grade will be?
A. That will be your finished grade there, and it tapers out into a big bowl, with the center between the two pits. Get everything to drain towards the center where the sediment control pond is.
- 12.) Q. Have you made any calculations as to total cubic yards in all this that have to be moved?
A. No, that's up to the contractor.
- 13.) Q. (At pit 1, in reference to the two parts of pit 1) Is this water (large pit pool) going through this rock into this (smaller pool to the northeast)? Is it all just level?
A. We think you're getting drainage from over here (above the pit to the northwest) on around (behind the central spoil pile).
- 14.) Q. (At pit 1) Is pit 2 draining this way too?
A. No, the low point is over there (between the two pits).
- 15.) Q. (At final outflow culvert) Does anything happen on the outfall of this pipe?
A. We've got some trapezoidal ditch and V-ditch. If anything we might use some trapezoidal ditch to redo a little bit, but we didn't have planned to go down through there very far. We plan to use that (trapezoidal ditch?).

- 16.) Q. (Standing at the 36 inch road culvert) This is the final discharge?
A. Yes.
- 17.) Q. (Pointing up to the north of pit 2) That area up there, is that included in the revegetation, where it's clear and grubbed?
A. Yes, up to the tree line and back to where it comes up this way. You can see a dark green area to the left, then you see where it gets to the more disturbed areas. If it's not been disturbed much and there's good vegetation on it, you might not have to do anything on those areas. So it's going to be more of the lower part of it here where the pit is, this section down to the haulroad is where we're focusing.
- 18.) Q. What about the topsoil, if there's not a lot of topsoil on site?
A. You'll have to use the best available material. Stockpile the best that we have.
- 19.) Q. Concerning the year warranty on the seed, as far as coming back if you're wanting to do more reforestation, how are you going to deal with that? What about seeing a lot of bare spots? What if we have to come back?
A. Reforestation is why we're doing a light vegetation, light seeding, fertilizing and liming. We're shooting for a light vegetation here, but if we've got big bare areas, you're going to have to come back.
- 20.) Q. If it's still as spotty as it is up there, is that going to be good enough?
A. Yes, probably. We don't want to get the soil all limed up, we want an acidic soil for future tree vegetation, so you're going to have some spotty vegetation.
- 21.) Q. As far as you said mixing in the brush and roots that are piled up, it can all just be mixed?
A. Just bring it back in, yes. That was the intent. We can utilize those stockpiles of brush that can actually be placed back in.
- 22.) Q. What about surface conditions when we're finished, with big rocks sticking up and whatnot?
A. These sites are rough as a cob when you're done, if there are rocks sticking up, no big deal.
- 23.) Q. Could you go over the tree species for this planting, are they listed in there?
A. No, that's a separate contract that will be done next spring.
- 24.) Q. They're going to do that the following year?
A. We're hoping if this job's done by winter, next spring is when we'll plant. If it's not done in time, we'll have to wait until the next spring.
- 25.) Q. You're not going to plant trees if we're still working right?
A. No, if you're still working, we aren't going to do the trees. But we may come in if you've got a section done, and do that. It's to our benefit to get the vegetation in as quick as possible.

- 26.) Q. You said to pump this pond (pit 2) back out after we pumped that pond (pit 1) into it, do you pump it into here (final pond)?
A. Yes. Once you're down to this, you're not going to have a lot of water to treat. That's the intent, to keep going from big areas to smaller areas (of water), but hopefully we'll get some sediment control and settling out of that final pond, so we're not discharging turbid water.
- 27.) Q. On the water treatment, we're responsible for treatment when we're pumping in here and it's discharging, is that the only time?
A. Yes. And of course, we have to keep the pits dewatered when you're backfilling.
- 28.) Q. If we pump the pits down, and there's discharge not due to us pumping, are we responsible for that? How long are we responsible for treatment? Through the warranty period, or just when we're pumping?
A. No, no treatment during times it's discharging without you pumping, you only need to treat while you're pumping.
- 29.) Q. So normal flow, like right now, we wouldn't be treating?
A. Right. We have our own treatment that may be set up to kick in and help treat at those times. But we're not taking the responsibility to treat while it's being pumped.
- 30.) Q. (At the wetlands between the haulroads) Does anything happen here?
A. No, we hope to leave everything approximately the same there, we don't want to dewater that, it's an existing wetland. Clarification: a new 24" culvert for the outflow of that wetland (bid item 15.0) will be placed by the contractor. All efforts shall be made to minimize impact to the wetland during culvert placement and regrading the access road.
- 31.) Q. Are you going to have another date set up (to survey the site)?
A. Yes, we'll get a couple dates set up to come out and see things (call Brad Moore, 304-203-4051 or call David McCoy, 304-203-2921).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14156
 Project: Buffalo Coal Company
 Permit # S-2003-03

Bid Date: 6/24/09
 Pre-Bid Date: 5/27/09

~~Name : [scribble]~~
~~Company: [scribble]~~
~~Address: _____~~
~~_____~~
~~_____~~
~~Phone #: _____~~
~~Fax #: _____~~
~~Email : _____~~

Name : Jason Rohr
 Company: Rohrco Corp
 Address: 154 Clarksburg Rd
Buckhannon WV 26201
 Phone# : 304 472 4790
 Fax # : 304 472 3949
 Email : jasonrohr@aol.com

Name : RALPH MILLER
 Company: ROHRCO CORP
 Address: 154 CLARKSBURG RD
BUCKHANNON, WV
26201
 Phone # : 304-472-4790
 Fax # : 304-472-3949
 Email : rralphm@msw.com

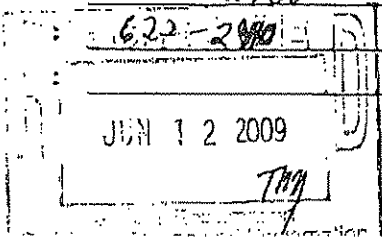
Name : WAYNE H. STANLEY
 Company: STANLEY INDUSTRIES, INC
 Address: 7 Maple Lake
Bridgeport, WV 26330
 Phone# : 304-842-8560
 Fax # : 304-842-8609
 Email : GSTANLEY@MAIL.RC.COM

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO.
 Address: 511 50TH STREET
CHAS. WV
25304
 Phone # : 304-925-0253
 Fax # : 925-9230
 Email : Jody Mayer@aol.com

Name : JAMIE Pritzol
 Company: J.L. Pritzol Contracting
 Address: 9 Belgian Est.
Brueton Mills WV 26225
 Phone# : 304-379-7789
 Fax # : 304-379-7788
 Email : pitzioe@AOL.COM

Name : Matt Evans
 Company: PE Contracting Inc
 Address: Clarksburg WV
 Phone # : 620-2400
 Fax # : 620-2400
 Email : _____

Name : Jeff Brumfield
 Company: Mountaineer Grading
 Address: 159 Elkview
WV 25071
 Phone# : 304-548-6800
 Fax # : 304-548-6900
 Email : Jeff.Brumbfield@mountaineergrading.com



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14156
 Project: Buffalo Coal Company
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Bid Date: 6/24/09
 Pre-Bid Date: 5/27/09

Name : James Nelson
 Company: Nelson Limited
 Address: PO Box 298 Thomas
304 463 4313
Fax 304 463 4311
 Phone # : _____
 Fax # : _____
 Email : _____

Name : JAMES ALLEN
 Company: JFA/Am Co
 Address: P.O. Box 2049
Bethlehem WV 26201
 Phone# : 304 472 8890
 Fax # : 304 472 8897
 Email : _____

Name : Ann Wardwell
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
25364
 Phone # : 304. 414. 0255
 Fax # : 0256
 Email : _____

Name : RAY RICE
 Company: SHAMROCK ENV. CORP.
 Address: 6106 CORPORATE PARK DR
BROWNS SUMMIT, NC
27214
 Phone# : (336) 207-4034
 Fax # : _____
 Email : RRICE@SHAMROCKENVRO.COM

Name : Anger L. Collins Jr.
 Company: Collins Bldg & Contracting Inc.
 Address: 3426 Corby - Conn. Rd.
Flintknobs WV 26021
 Phone # : 304-765-3521
 Fax # : same
 Email : Collins Building & Contracting, Inc.

Name : JAMES BUCKLAND
 Company: B B TRANSIT INC
 Address: 720 Beavers WV
 Phone# : 304 292 4903
 Fax # : 304 253 4533
 Email : b b TRANSIT - net

Name : Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. Box 13384
Sissonville WV
25360
 Phone # : 304-984-7725
 Fax # : 304-984-0074
 Email : none

Name : Steve Jusasko
 Company: Polino Contracting Inc.
 Address: PO Box 230
Elkins WV 26241
 Phone# : 304 636-3886
 Fax # : 304 636-5108
 Email : SJusasko@Polino.com

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Bid Date: 6/24/09
Pre-Bid Date: 5/27/09

Name : THOMAS HART
Company: LEWINGTON MINE RECLAIMERS
Address: WV

Phone #: 304-949-2372
Fax #: 304-949-2395
Email : thart@LEWINGTONMINE.COM

Name : BRIAN SCARFNER
Company: BYCE ENT.
Address: 11746 BIRNBER RD
GRAVSVILLE MD 21536

Phone #: 301 245-4322
Fax #: 301 245-4364
Email : bwsbyce@aol.com

Name : Wade Hooser
Company: Honey Hill Corp
Address: 5544 Stemple Rd
26205

Phone #: (304) 755-5465
Fax # :
Email :

Name : Ronald Phoros
Company: R'S construction
Address: PO Box 142
Circleville WV

Phone #: 304-567-2634
Fax # :
Email :

Name : Kerir Bradford
Company: Pineville Paving & Excavating Inc
Address: P.O. Box 1290
Pineville WV 24874

Phone# : 304-732-8303
Fax # : 304-732-7855
Email :

Name : ALL Construction Inc
Company: Jason Kitzmiller
Address: PO Box 92
MT. STUBBS WV 26737

Phone# : 304-693-7131
Fax # : 304-693-7199
Email : KitzmillerJason@msw.com

Name : Charles H Moyers
Company: Bruceston Ag Service
Address: PO Box 107
Bruceston mills WV
26575

Phone# : 304-379-2641
Fax # : 304-379-2645
Email : charlie.moyers@55coop.com

Name : Tina Winters
Company: Eglen Farm Service
Address: 55 main street
Eglen WV 26716

Phone# : 304-735-3761
Fax # : 304-735-3762
Email : tina.winters@55coop.com
cell 304-216-5113

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Bid Date: 6/24/09

Project: Buffalo Coal Company

Pre-Bid Date: 5/27/09

Permit # S-2003-03

Name : Spencer Woodell
 Company: Cowgirl Up Inc
 Address: PO Box 243
Simpson WVa
260435
 Phone #: 304-739-4397
 Fax #: 304-739-4401
 Email : scw.cowgirlup@earthlink.net

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

Name : ~~_____~~
 Company: ~~_____~~
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 Address: ~~_____~~
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 Email : ~~_____~~

5-27-09
 Name : David McCoy
 Company: WV DEP
 Address: Philippi, WV
 Phone#: 304-457-3219
 Fax #: _____
 Email : _____



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 Department of Administration
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<p>RECLAMATION: RESTORATION OF LAND</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF BUFFALO COAL COMPANY, INC., NOW UNDER REVOKED PERMIT NUMBER(S) S-2003-03, ON A SITE CONSISTING OF APPROXIMATELY 60 ACRES LOCATED NEAR MOUNT STORM, WV, (GRANT CO.).</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 WILL BE HELD ON 05/27/2009 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS TO PREBID: IN TUCKER CO., FROM THE INTERSECTION OF STATE RT 32 AND 93 NEAR DAVIS, GO 11.5 MILES EAST ON RT 93 TO THE TUCKER/GRANT CO. LINE. JUST PAST THE CAUTION LIGHT, TURN RIGHT ONTO A GATED HAULROAD. THE SITE IS 5.5 MILES OUT THIS ROAD.</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>						

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'



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<p>BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITH 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 HERE IN.</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 GRANT COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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
DEP14156

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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
 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
05/07/2009				

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<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 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 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 AND MATERIAL BOND.</p>						

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<p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: ..EASTERN ARROW CORP INC CONTRACTORS LICENSE NO.: ..WV.077303.....</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 AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	6-23-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0754491	

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<p>DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST,</p>						

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				FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
				2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		
				3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.		
				REV. 10/01/01		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	EXHIBIT 7					
	DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS					
	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 ALUMINU 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.					
	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.					
	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					

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<p>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. 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</p>						

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BID OPENING DATE: **06/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEP14156		
<p>DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ✓</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **304-414-0255** DATE **6-23-09**

TITLE **PRESIDENT** FEIN **55-0754491** ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>.....SIGNATURE</p> <p><i>EASTERN ARROW CORP INC</i>.....COMPANY</p> <p>.....6-23-09.....DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP14156</p> <p>BID OPENING DATE: 06/24/2009</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-414-0255	DATE 6-23-09
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				304 414-0256		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Ann WARWELL						
***** THIS IS THE END OF RFQ DEP14156 ***** TOTAL:						\$ 820,111

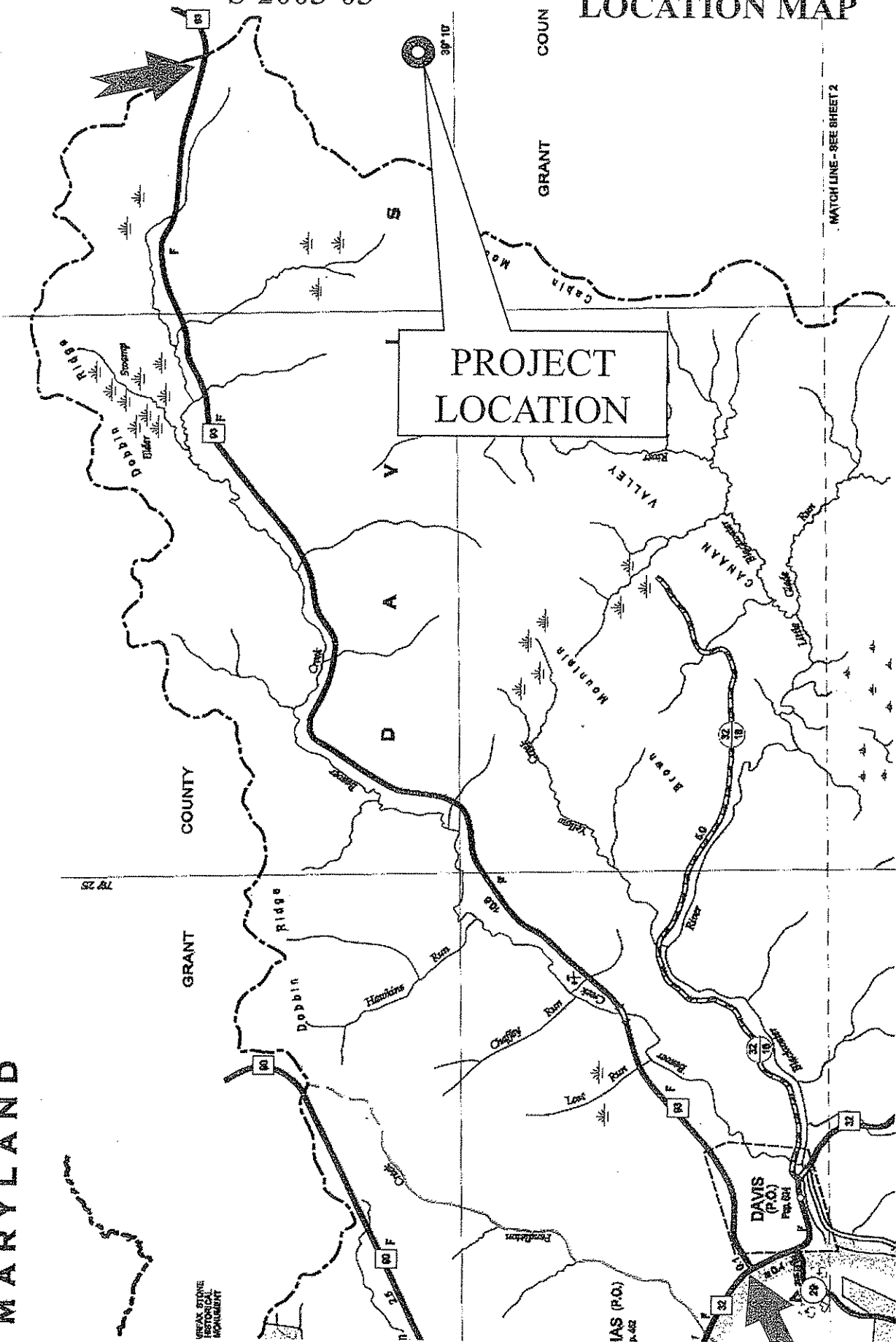
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TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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LOCATION MAP

MARYLAND



In Tucker County, from the intersection of State Route 32 and 93 near Davis, go 11.5 miles East on Rt 93 to the Tucker/Grant County line. You will also see a flashing caution light. Just past the caution light, turn right onto a gated haulroad. The sight is 5.5 miles out this road.

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP 14156
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
REV. 5-1-08 PURCHASING CONTINUATION SHEET
VENDOR:

SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor, and any technical services needed for the successful reclamation of Buffalo Coal Company, Inc, Permit S-2003-03, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

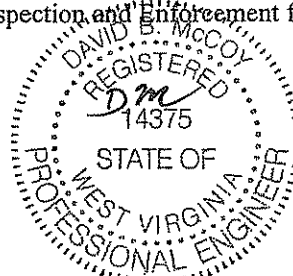
Work necessary on this site will include the following items, but is not limited to these:

1. Upon mobilization to the site, which will be directed in a written Notice to Proceed, the access roads shall be developed in accordance with bid item #3. If, fuel and lubricants are to be stored on site, bid item # 2 shall be in place before fuel is delivered. Project sign is to be obtained and installed at beginning of work.
2. Storm water management in the form as described in bid item #11 shall be installed (described locations).
3. Concurrent and continuous reclamation shall begin at point A as shown on the site plan and shall end at point B. Backfill is required for pits 1&2. Pit 1 shall be backfilled first utilizing material adjacent to the pit. Any additional material needed shall be obtained from spoil area A. Pit 2 shall be backfilled following the backfilling of pit 1, and backfill material shall be obtained from spoil area A. Any disturbance to original ground shall be kept to a minimum. Regrading and topsoiling is required for all disturbed area. Revegetation is required for all disturbed areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
4. Construct riprap ditches or open limestone channels.
5. Remove structures and debris from site.
6. Upgrade access roads.
7. Install culverts.
8. Dewater pits and water treatment while discharging.
9. Alkalinity amendments to spoil material with lime.
10. Fertilize, lime, seed, and mulch approximately 60 acres of disturbed area.
11. Any other site specific items required.

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

David B. McCoy

Registered Professional Engineer WV No. 14375



Date: 4-16-09

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

EASTERN ARROW
P.O. BOX 4108
CHARLESTON, WV 25364
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easternarrow@hotmail.com

BUYER CB-23	PAGE 014	REQ. OR PO NO. DEP 14156
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA
 REV. 5-1-08 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: <u>BUFFALO COAL COMPANY INC.</u>				
PERMIT NUMBER(S): <u>S-2003-03</u>				
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	<u>MOBILIZATION/DEMobilIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>41,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000</u>
3.0	<u>5500</u> LF	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>5</u> ⁰⁰ PER LF	\$ <u>27,500</u>
4.0	<u>500</u> TON	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>30</u> ⁰⁰ PER TON	\$ <u>15,000</u>
5.0	LUMP SUM	<u>PIT DEWATERING</u>	LUMP SUM	\$ <u>150,000</u>
6.0	<u>800</u> TON	<u>LIMING</u>	\$ <u>50</u> ⁰⁰ PER TON	\$ <u>40,000</u>
7.0	LUMP SUM	<u>BACKFILLING</u>	LUMP SUM	\$ <u>200,000</u>
8.0	LUMP SUM	<u>REGRADING AND TOPSOILING</u>	LUMP SUM	\$ <u>64,811</u>
9.0		<u>REVEGETATION</u>		
9.1	<u>60</u> AC	<u>AGRICULTURAL LIME</u>	\$ <u>500</u> ⁰⁰ PER ACRE	\$ <u>30,000</u>
9.2	<u>60</u> AC	<u>FERTILIZER</u>	\$ <u>500</u> ⁰⁰ PER ACRE	\$ <u>30,000</u>
9.3	<u>60</u> AC	<u>MULCH</u>	\$ <u>500</u> ⁰⁰ PER ACRE	\$ <u>30,000</u>

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BUYER CB-23	PAGE 015	REQ. OR PO NO. DEP 14156
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a
REV. 5-1-08
VENDOR:

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

9.4	<u>60</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>500</u> ⁻ PER ACRE	\$ <u>30000</u> ⁻
10.0	<u>1</u> EA	<u>EXISTING SEDIMENT CONTROL STRUCTURE</u>	\$ <u>50,000</u> ⁻ PER EA	\$ <u>50000</u> ⁻
11.0	<u>2500</u> LF	<u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>1</u> ⁰⁰ PER LF	\$ <u>2500</u> ⁻
12.0	<u>3500</u> LF	<u>RIPRAP DITCH</u>	\$ <u>20</u> ⁻ PER LF	\$ <u>70,000</u> ⁻
13.0	<u>700</u> LF	<u>TRAPAZOIDAL RIPRAP DITCH</u>	\$ <u>35</u> ⁻ PER LF	\$ <u>24500</u> ⁻
14.0	<u>40</u> LF	<u>HDPE CULVERT 36 INCH DIAMETER</u>	\$ <u>120</u> ⁻ PER LF	\$ <u>4800</u> ⁻
15.0	<u>40</u> LF	<u>HDPE CULVERT 24 INCH DIAMETER</u>	\$ <u>100</u> ⁻ PER LF	\$ <u>4000</u> ⁻
16.0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>5000</u> ⁻
TOTAL PERMIT S-2003-03				\$ <u>820,111</u> ⁻

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: EASTERN ARROW CORP INCAuthorized Signature: [Signature] PRESIDENT Date: 6.23.09



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WV

COUNTY OF KANAWHA, TO-WIT:

I, Ann Wardwell, after being first duly sworn, depose and state as follows:

- 1. I am an employee of TEASTERN Arrow Corp Inc; and,
(Company Name)
- 2. I do hereby attest that TEASTERN Arrow Corp Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

TEASTERN Arrow Corp Inc
(Company Name)

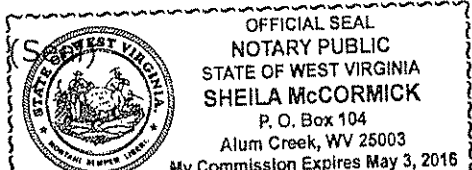
By: [Signature]

Title: PRESIDENT

Date: 6-22-09

Taken, subscribed and sworn to before me this 22nd day of June.

By Commission expires May 3, 2016



Sheila McCormick
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eastern Arrow Corporation, Inc.
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
DEP14156, Buffalo Coal company, Inc. in Grant 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 seats to be affixed hereunto and these presents to be signed by their proper officers, this
2nd day of June, 2009.

Principal Corporate Seal

Eastern Arrow Corporation Inc.

(Name of Principal)

By 

(Must be President or
Vice President)

Ann Wardwell, President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)


Ross E. 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

POWER NO. 4751892 01

**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, 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 25th day of AUGUST A.D., 2008 .

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 25th day of AUGUST A.D., 2008 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of June A.D., 2009 .



Frank A. Carrino
Frank A. Carrino, Secretary