



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:
 DEP14533

PAGE:
 1

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

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TYPE NAME/ADDRESS HERE

Lynch Construction Co., Inc.
 HC 70 Box 187
 White Sulphur Springs, WV.
 24986

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
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| 04/01/2009 | | | | |
| BID OPENING DATE: 04/23/2009 | | BID OPENING TIME 01:30PM | | |

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| 0001 | 1 | JB | | 962-73 | | |
| <p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL MATERIALS, LABOR AND APPROPRIATE EQUIPMENT AND OTHER NECESSARY SERVICES TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER A SCOPE OF WORK THAT INCLUDES, BUT IS NOT LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING AND REVEGETATION OF SITES LOCATED IN THE COALPRODUCING COUNTIES OF SOUTHEASTERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>PLEASE NOTE THE QUANTITIES SHOWN ON THE BID SCHEDULE ARE FOR BID EVALUATION PURPOSES ONLY AND DO NOT INDICATE ACTUAL QUANTITIES THAT MAY BE REQUIRED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY</p> | | | | | | |

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 WV PURCHASING DIVISION

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SIGNATURE: *Henry Lynch* TELEPHONE: 304-536-1890 DATE: 4/23/09

TITLE: President PEIN: 550611254 ADDRESS CHANGES TO BE NOTED ABOVE

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



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| <p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p> | | | | | | |

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| SIGNATURE <i>Henry Lynch</i> | TELEPHONE 304-536-1890 | DATE 4/23/09 |
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| <p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>REV. 3/88 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, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD 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> | | | | | | |

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

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

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VENDOR
 Lynch Construction Co., Inc.
 HC 70 Box 187
 White Sulphur Springs, WV.
 24986

SUPPLIER
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| <i>Henry Syuda</i> | 304-536-1890 | 4/23/09 | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| President | 550611254 | | |

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| <p>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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR SOUTH EASTERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ. FOR PREVAILING WAGE RATES, PLEASE VISIT: HHTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING07.HTM</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>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>BID BONDS: A BID BOND IN THE AMOUNT OF \$5,000.00 PAY- ABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH THE BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
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| SIGNATURE <i>Henry Lynch</i> | TELEPHONE 304-536-1890 | DATE 4/23/09 |
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 CHUCK BOWMAN
 304-558-2157 *926-0499*

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 HC 70 Box 187
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| <p>CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.</p> <p>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</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 ... 4/23/09</p> <p>NO. 2 ... 6/8/09</p> <p>NO. 3 ... 6/8/09</p> <p>NO. 4</p> <p>NO. 5</p> | | | | | | |

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| SIGNATURE <i>Darryl Lynch</i> | TELEPHONE 304-536-1890 | DATE 4/23/09 |
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| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>..... <i>H. Lynch</i> SIGNATURE</p> <p>..... Lynch Construction Co., Inc. COMPANY</p> <p>..... 4/23/09 DATE</p> <p>REV. 11/96</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:</p> <p>CONTRACTORS NAME: Lynch Construction Co., Inc.</p> <p>CONTRACTORS LICENSE NO.: WVQQ1825</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF</p> | | | | | | |

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304-558-2157 558 4331

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| <p>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> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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</p> | | | | | | |

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|--------------|---------------|----------|------|---------------|
| 04/01/2009 | | | | |

BID OPENING DATE: **04/23/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | QAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 REQ. NO.: DEP14533 BID OPENING DATE: 04/23/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-536-9156 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Jim Thompson ----- ***** THIS IS THE END OF RFQ DEP14533 ***** TOTAL: <u>1,542,518.00</u> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Henry Zupich</i> | TELEPHONE 304-536-1890 | DATE 4/23/09 |
| TITLE President | FEIN 550611254 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lynch Construction Company, Inc.
of HC70 Box 187, White Sulphur Springs, WV, as Principal, and Ohio Farmers Insurance
Company of One Park Circle Dr, Westfield Center, a corporation organized and existing under the laws of the State of Ohio
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 Five Thousand Dollars (\$ 5,000.00*****) 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
Special Reclamation for State of West Virginia

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
23rd day of April, 2009.

Principal Corporate Seal

Lynch Construction Company, Inc.
(Name of Principal)

By Henry Lynch
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

Andrew K. Teeter
Attorney-in-Fact
Andrew K. Teeter
Licensed WV Resident Agent

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

General
Power
of Attorney

POWER NO. 4750172 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

ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, 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 **19th** day of **JUNE** A.D., 2006 .

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 **19th** day of **JUNE** A.D., 2006 , 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 **23rd** day of **April** A.D., 2009



Frank A. Carrino
Frank A. Carrino, Secretary

| | | |
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| BUYER CB-23 | PAGE 015 | REQ. OR PO NO. DEP 14533 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

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

*****The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.*****

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|-----------|--|--------------------|--------------|
| 1.0 | 200 HRS | Crawler Dozer-Caterpillar D-8N or equiv. with 285 minimum flywheel horsepower, equipped with a U-Type Dozer Blade | \$195.00 PER HR | \$39,000.00 |
| 2.0 | 1,000 HRS | Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade | \$130.00 PER HR | \$130,000.00 |
| 3.0 | 200 HRS | Crawler Dozer-Caterpillar D3G LGP or equiv. with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade | \$90.00 PER HR | \$18,000.00 |
| 4.0 | 1,000 HRS | Crawler Dozer-Caterpillar D5G LGP or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade | \$95.00 PER HR | \$95,000.00 |
| 5.0 | 100 HRS | Crawler Loader - Caterpillar 931C or equiv. - 67HP w/std 1.05 yd bucket | \$95.00 PER HR | \$9,500.00 |
| 6.0 | 100 HRS | Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet | \$80.00 PER HR | \$8,000.00 |
| 7.0 | 1,000 HRS | Hydraulic Excavator-Backhoe, Caterpillar 325 or equiv. with 173 minimum flywheel horsepower, equipped with standard bucket | \$125.00 PER HR | \$125,000.00 |
| 8.0 | 1,000 HRS | Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket. | \$195.00 PER HR | \$195,000.00 |
| 9.0 | 100 HRS | Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity | \$130.00 PER HR | \$13,000.00 |
| 10.0 | 100 HRS | Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower equipped with a sealed tailgate. | \$80.00 PER HR | \$8,000.00 |
| 11.0 | 100 HRS | Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour) | \$175.00 PER HR | \$17,500.00 |

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| BUYER CB-23 | PAGE 016 | REQ. OR PO NO. DEP 14533 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|---------------------------------------|------------------|--|---------------------------------------|------------------|--------------------------------|---------------|---------------------------|--------------|---------------------------|---------------|---------------------------|--------------|---------------|---------------|--------------------------------|--------------|------------|---------------|-----------------------------|---------------|-----------------------|--------------|
| 12.0 | 100 ACRES | <p>*Seed mixture to be applied after seed bed preparation:</p> <table border="0"> <tr> <td><u>Vegetative Species</u></td> <td><u>Rate/Acre</u></td> </tr> <tr> <td>Birdsfoot Trefoil²</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Redtop⁴</td> <td>@ 3 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue⁵</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Wheat or Rye⁴</td> <td>@ 50lbs/acre</td> </tr> <tr> <td>Orchard Grass</td> <td>@ 15 lbs/acre</td> </tr> <tr> <td>Weeping Lovegrass³</td> <td>@ 2 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@ 10 lbs/acre</td> </tr> <tr> <td>Foxtail Millet³</td> <td>@ 12 lbs/acre</td> </tr> </table> | <u>Vegetative Species</u> | <u>Rate/Acre</u> | Birdsfoot Trefoil ² | @ 15 lbs/acre | Redtop ⁴ | @ 3 lbs/acre | Ky 31 Fescue ⁵ | @ 15 lbs/acre | Wheat or Rye ⁴ | @ 50lbs/acre | Orchard Grass | @ 15 lbs/acre | Weeping Lovegrass ³ | @ 2 lbs/acre | Red Clover | @ 10 lbs/acre | Foxtail Millet ³ | @ 12 lbs/acre | \$ 500.00 PER ACRE | \$ 50,000.00 |
| <u>Vegetative Species</u> | <u>Rate/Acre</u> | | | | | | | | | | | | | | | | | | | | | |
| Birdsfoot Trefoil ² | @ 15 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Redtop ⁴ | @ 3 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Ky 31 Fescue ⁵ | @ 15 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Wheat or Rye ⁴ | @ 50lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Orchard Grass | @ 15 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Weeping Lovegrass ³ | @ 2 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Red Clover | @ 10 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Foxtail Millet ³ | @ 12 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| 13.0 | 100 ACRES | <p>*Seed mixture for Vegetation Enhancement</p> <table border="0"> <tr> <td><u>Vegetative Species¹</u></td> <td><u>Rate/Acre</u></td> </tr> <tr> <td>Birdsfoot Trefoil²</td> <td>@5 lbs/acre</td> </tr> <tr> <td>Ky 31 Fescue⁵</td> <td>@5 lbs/acre</td> </tr> <tr> <td>Red Clover</td> <td>@5 lbs/acre</td> </tr> </table> | <u>Vegetative Species¹</u> | <u>Rate/Acre</u> | Birdsfoot Trefoil ² | @5 lbs/acre | Ky 31 Fescue ⁵ | @5 lbs/acre | Red Clover | @5 lbs/acre | \$ 200.00 PER ACRE | \$ 20,000.00 | | | | | | | | | | |
| <u>Vegetative Species¹</u> | <u>Rate/Acre</u> | | | | | | | | | | | | | | | | | | | | | |
| Birdsfoot Trefoil ² | @5 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Ky 31 Fescue ⁵ | @5 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| Red Clover | @5 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| 14.0 | 100 ACRES | <p>*Additional seed mixture for woodland post-mining land use projects.</p> <table border="0"> <tr> <td><u>Vegetative Species¹</u></td> <td><u>Rate/Acre</u></td> </tr> <tr> <td>Black Locust²</td> <td>@3 lbs/acre</td> </tr> </table> <p>(REFERENCE FOR ITEM NUMBERS, 14.0, 15.0 & 16.0)</p> <ol style="list-style-type: none"> 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety <p>* Quality and quantity inspection required prior to installation.</p> | <u>Vegetative Species¹</u> | <u>Rate/Acre</u> | Black Locust ² | @3 lbs/acre | \$ 100.00 PER ACRE | \$ 10,000.00 | | | | | | | | | | | | | | |
| <u>Vegetative Species¹</u> | <u>Rate/Acre</u> | | | | | | | | | | | | | | | | | | | | | |
| Black Locust ² | @3 lbs/acre | | | | | | | | | | | | | | | | | | | | | |
| 15.0 | 500 TONS | Agriculture Lime - 85% CaCO ₃ | \$ 200.00 PER TON | \$ 100,000.00 | | | | | | | | | | | | | | | | | | |
| 16.0 | 200 TONS | Fertilizer, 10-20-10 | \$ 600.00 PER TON | \$ 120,000.00 | | | | | | | | | | | | | | | | | | |
| 17.0 | 200 TONS | Fertilizer, 18-46-0 | \$ 700.00 PER TON | \$ 140,000.00 | | | | | | | | | | | | | | | | | | |
| 18.0 | 200 TONS | Mulch, Wood Fiber | \$ 500.00 PER TON | \$ 100,000.00 | | | | | | | | | | | | | | | | | | |
| 19.0 | 200 TONS | Mulch, hay or straw | \$ 200.00 PER TON | \$ 40,000.00 | | | | | | | | | | | | | | | | | | |
| 20.0 | 200 TONS | Stone, 2" sandstone, delivered to site | \$ 24.00 PER TON | \$ 4,800.00 | | | | | | | | | | | | | | | | | | |

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| BUYER CB-23 | PAGE 017 | REQ. OR PO NO. DEP 14533 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|---|--------------------|-------------|
| 21.0 | 200 TONS | Stone, Shot Sandstone, delivered to site | \$26.25 PER TON | \$5250.00 |
| 22.0 | 200 TONS | Stone, Gabion Sandstone 4" x 8", delivered to site | \$24.75 PER TON | \$4950.00 |
| 23.0 | 200 TONS | Stone, shot limestone, delivered to site | \$24.75 PER TON | \$4950.00 |
| 24.0 | 200 TONS | Stone, Type 3 - Rip-Rap Limestone 36" x 6", delivered to site | \$26.25 PER TON | \$5250.00 |
| 25.0 | 200 TONS | Stone, Type 2 - Rip-Rap Limestone 30" x 6", delivered to site | \$26.25 PER TON | \$5250.00 |
| 26.0 | 200 TONS | Stone Type 1 - Rip-Rap Limestone 12" x 3", delivered to site | \$26.25 PER TON | \$5250.00 |
| 27.0 | 200 TONS | Stone, Gabion Limestone 4" x 8", delivered to site | \$21.00 PER TON | \$4200.00 |
| 28.0 | 200 TONS | Stone, Limestone 2", delivered to site | \$21.00 PER TON | \$4200.00 |
| 29.0 | 200 TONS | Stone, No. 57 Limestone, delivered to site | \$21.00 PER TON | \$4200.00 |
| 30.0 | 200 TONS | Limestone, crusher run, delivered to site | \$18.50 PER TON | \$3700.00 |
| 31.0 | 200 TONS | Limestone Sand 92% CAC03 with particle size of 5% maximum retained on a #10 mesh screen, 15% maximum retained on a #20 mesh screen, 30% maximum passing a #60 screen, delivered to the site. | \$58.00 PER TON | \$11,600.00 |
| 32.0 | 200 TONS | Limestone Sand 97% CAC03 16 Mesh (Glass Factory Limestone Sand) with particle size of 0% retained on a #12 mesh screen, 20% maximum retained on a 20 mesh screen and 20% maximum passing a #70 mesh screen, delivered to the site | \$70.00 PER TON | \$14,000.00 |
| 33.0 | 100 LF | Pipe, 12" schedule 40 P.V.C. | \$10.00 LF | \$1000.00 |
| 34.0 | 10 EA | Pipe, 12" 45° Schedule 40 | \$95.00 EACH | \$950.00 |
| 35.0 | 10 EA | Pipe, 12" 90° Schedule 40 | \$127.00 EACH | \$1270.00 |

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| BUYER CB-23 | PAGE 018 | REQ. OR PO NO. DEP 14533 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|----------|---|------------------|-----------|
| 36.0 | 10 EA | Pipe, 12" Cap Schedule 40 | \$56.00 EACH | \$560.00 |
| 37.0 | 10 EA | Pipe, Tee, 12" Schedule 40 P.V.C. | \$168.00 EACH | \$1680.00 |
| 38.0 | 100 LF | Pipe, 6" Solid Schedule 40 Pipe | \$3.00 PER LF | \$300.00 |
| 39.0 | 100 LF | Pipe, 6" Perforated Schedule 40 Pipe | \$4.00 PER LF | \$400.00 |
| 40.0 | 100 LBS | Bentonite - Sealer | \$9.73 PER LB | \$973.00 |
| 41.0 | 10 EA | Pipe, 6" "T" Schedule 40 | \$30.00 EACH | \$300.00 |
| 42.0 | 10 EA | Pipe, 6" Screw on Cap Schedule 40 | \$22.00 EACH | \$220.00 |
| 43.0 | 10 EA | Pipe, 6" solid end cap Schedule 40 | \$10.00 EACH | \$100.00 |
| 44.0 | 10 EA | Pipe, 6" 45° Schedule 40 | \$17.00 EACH | \$170.00 |
| 45.0 | 10 EA | Pipe, 6" Connector Schedule 40 | \$7.50 EACH | \$75.00 |
| 46.0 | 10 EA | Pipe, 6" 90° Schedule 40 | \$18.50 EACH | \$185.00 |
| 47.0 | 10 EA | Pipe, 6" 22-1/2° Schedule 40 | \$24.50 EACH | \$245.00 |
| 48.0 | 10 EA | HI-Q Corrugated Culvert 12" - 20' section | \$106.00 EACH | \$1060.00 |
| 49.0 | 10 EA | HI-Q Corrugated Culvert 18" - 20' section | \$211.00 EACH | \$2110.00 |
| 50.0 | 10 EA | HI-Q Corrugated Culvert 24" - 20' section | \$277.00 EACH | \$2770.00 |

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| BUYER CB-23 | PAGE 019 | REQ. OR PO NO. DEP 14533 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

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

| ITEM NO. | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|---------------|--|-----------------------|--------------------------|
| 51.0 | 100 HRS | Water Pump 6" Dia. gas a/o DSL powered with trailer mounting | \$ 30.00 PER HR | \$ 3,000.00 |
| 52.0 | 100 HRS | Trash Pump 6" Dia. gas a/o DSL powered with trailer mounting | \$ 30.00 PER HR | \$ 3,000.00 |
| 53.0 | 100 HRS | Trash/Sludge High Head/High Volume Pump – 6" dia. Gas a/o DSL powered with trailer mounting. Godwin HL5M Dri – Prime type or equivalent | \$ 70.00 PER HR | \$ 7,000.00 |
| 54.0 | 100 HRS | Trash Water Pump 4" Dia. gas a/o DSL powered | \$ 15.00 PER HR | \$ 1,500.00 |
| 55.0 | 100 HRS | Trash Water Pump 3" Dia. gas a/o DSL powered | \$ 10.00 PER HR | \$ 1,000.00 |
| 56.0 | 100 HRS | Trash Water Pump 2" Dia. gas a/o DSL powered | \$ 10.00 PER HR | \$ 1,000.00 |
| 57.0 | 2,000 SQ. YDS | Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges (Non-Woven) | \$ 1.20 PER SQ. YD | \$ 2,400.00 |
| 58.0 | 2,000 SQ. YDS | Engineering Fabric for separation and stabilization – in accordance with Section 715.11.8 and 715.11.9 "Engineering Fabric" of the West Virginia Division of Highways, standard specification roads and bridges (Woven) | \$ 1.35 PER SQ. YD | \$ 2,700.00 |
| 59.0 | 2,000 SQ. YDS | Smooth HPDE Geomembrane – Poly-Fex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant. | \$ 1.05 PER SQ. YD | \$ 2,100.00 installed |
| 60.0 | | Utility Relocation - At cost - No Bid Item | NO BID ITEM | NO BID ITEM |
| 61.0 | 1000 HRS | Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, etc., and pump operator as needed with prior approval | \$ 47.00 PER HR | \$ 47,000.00 |
| 62.0 | 100 HRS | Truck with snow blade; minimum 1 ton 4 wheel drive pickup with 8-foot wide snow blade | \$ 85.00 PER HR | \$ 8,500.00 |
| 63.0 | 100 LF | Silt fence – Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification | \$ 3.50 PER LF | \$ 350.00 |
| 64.0 | 100 CY | Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications | \$ 190.00 PER CY | \$ 19,000.00 |
| 65.0 | 100 CY | Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications | \$ 250.00 PER CY | \$ 25,000.00 |

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| BUYER CB-23 | PAGE 020 | REQ. OR PO NO. DEP 14533 |
| SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION | | |

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

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|------|----------|---|---------------------|-----------------------|
| 66.0 | 100 TON | Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item. | \$ 65.00 PER TON | \$6500.00 |
| 67.0 | 100 EACH | Haybales (not to exceed a max of \$5.00 per bale) Haybales will be provided on-site, installed and staked per standard OSR technical specifications. | \$ 5.00 PER EACH | \$500.00 |
| 68.0 | 2000 LF | Floating Baffle Curtain – Three (3) foot in depth 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed. Two (2) foot long styafom block for floats in top spaced with grommets in between each block, block size based on depth. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage. Price shall include all labor and materials for installation in pond, as required. | \$ 21.00 PER LF | \$42,000.00 |
| 69.0 | 2000 LF | Floating Baffle Curtain – Five (5) foot in depth 18 ounce rubberized coated material with UV rating 20 x 20 nylon per square inch for strength, no sewing all seams heat sealed. Two (2) foot long styafom block for floats in top spaced with grommets in between each block, block size based on depth. ¼ inch stainless cable in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water 5/16 inch chain, heat sealed into bottom, extended out each end to point of anchorage. Price shall include all labor and materials for installation in pond, as required. | \$ 20.00 PER LF | \$40,000.00 |
| | | TOTAL | | \$1,542,518.00 |

NOTE:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. Quantities are for bidding purposes only.
3. All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
4. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
5. All equipment used must be in good operable condition and be readily available.
6. All materials must have approval from a DEP representative.
7. Labor for operating equipment and installing all materials shall be incidental to each item.

One million, Five hundred forty two thousand, five hundred and eighteen dollars and zero cents.

STATE OF WEST VIRGINIA
Purchasing Division

024

PURCHASING AFFIDAVIT**VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §6A-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: Lynch Construction Co., Inc.

Authorized Signature:  Date: April 23, 2009

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001825

Classification:

GENERAL ENGINEERING
EXCAVATION
LANDCLEARING

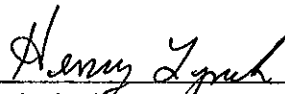
LYNCH CONSTRUCTION CO INC
HC 70 BOX 187
WHITE SULPHUR SPRINGS, WV 24986-970

Date Issued

Expiration Date

AUGUST 20, 2008

AUGUST 20, 2009



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.