



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
DEP14158

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
11/30/2009				

BID OPENING DATE: 01/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>RECLAMATION: RESTORATION OF WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SEEKING BIDS FROM 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-2003-88. THIS SITE CONSISTS OF APPROXIMATELY 15 ACRES AND IS LOCATED NEAR MOUNT STORM, WV, IN TUCKER COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 12/17/2009 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFOR</p>						

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PURCHASING DIVISION  
 STATE OF WV

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'

**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 "

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**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 FOB 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



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<p>MATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: 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. PASS A FLASHING CAUTION LIGHT, TURN LEFT ONTO A GATED HAULROAD. THE SITE ENTRANCE IS 0.75 MILES OUT THIS ROAD ON THE RIGHT.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED 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</p>						

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<p>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 TUCKER COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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				(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.		
				( ) 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.		
				(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.		
				( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.		
				REV. 11/00		
				CONTRACTORS LICENSE		
				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		

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<p>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: <b>..EASTERN..ARROW..CORP..INC</b>            CONTRACTORS LICENSE NO.: <b>...WV.027303.....</b></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 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, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT</p>						

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SIGNATURE 	TELEPHONE <b>304-414-0255</b>	DATE <b>3/15/10</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-0254491</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 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, 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 DIVISION MAY, IN</p>						

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				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  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		

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<p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

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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 <b>11/30/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>01/21/2010</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>RFQ# DEP14158</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>						

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  
**DEP14158**

PAGE  
**10**


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

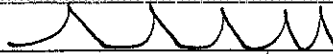
**SHIP TO**  
 ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 105 S. RAILROAD STREET  
 PHILIPPI, WV  
 26416-9998 304-457-3219

DATE PRINTED <b>11/30/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **01/21/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1	.....	.....	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....	.....	.....
NO. 4	.....	.....	.....	.....	.....	.....
NO. 5	.....	.....	.....	.....	.....	.....
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
.....  .....SIGNATURE						
..... EASTERN ARROW CORP .....COMPANY						
..... 3/15/10 .....DATE						
REV. 11/96						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-414-0255</b>	DATE <b>3/15/10</b>
TITLE <b>PRESIDENT</b>	FEIN <b>55-0754491</b>	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  
 DEP14158

PAGE  
 11

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

VENDOR

\*709063722 01 304-414-0255  
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 105 S. RAILROAD STREET  
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 26416-9998 304-457-3219

DATE PRINTED 11/30/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/21/2010 BID OPENING TIME 01:30PM

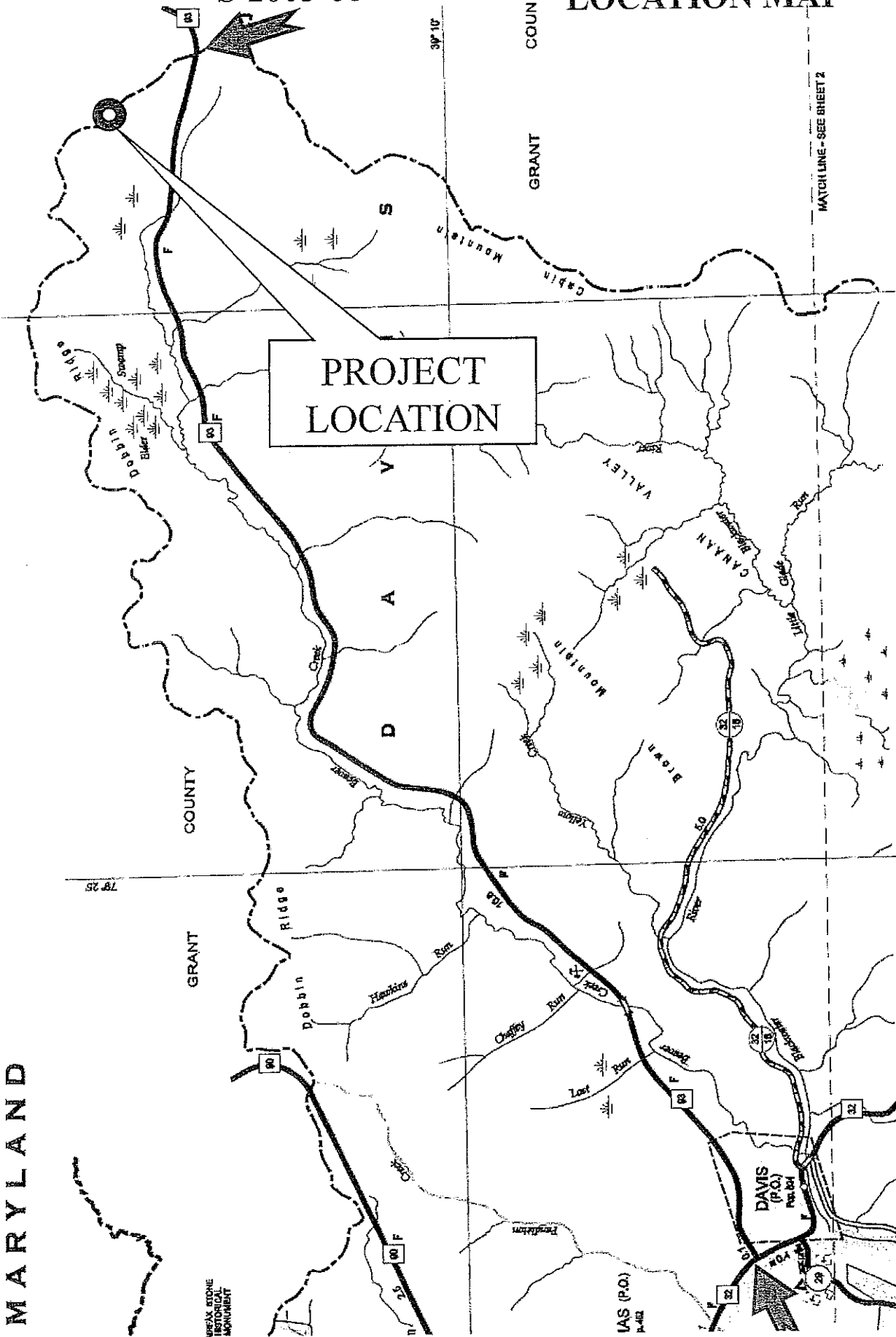
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:		CB-23				
REQ. NO.:		DEP14158				
BID OPENING DATE:		01/21/2010				
BID OPENING TIME:		1:30 P.M.				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304 414 0256 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- Ann Klarowski -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-414-0255	DATE 3/15/10
TITLE PRESIDENT	FEIN 55-0754491	ADDRESS CHANGES TO BE NOTED ABOVE

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

LOCATION MAP



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 left onto a gated haulroad. The site entrance is 0.75 miles out this road on the right.

MARYLAND

UREAX STONE  
HISTORICAL  
MONUMENT

BUYER CB-23	PAGE	REQ. OR PO NO. DEP 14158
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

### SCOPE OF WORK

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the successful partial reclamation of Buffalo Coal Company, Inc.'s A-34 site, Permit S-2003-88, and any disturbance associated with such operation. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

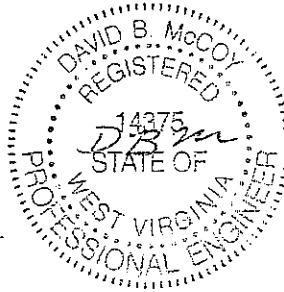
Work necessary on this site will include the following items, but is not limited to these:

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 #3.0.
2. If fuel and lubricants are to be stored on site, bid item #2.0 shall be in place before fuel is delivered. The project sign shall be obtained and installed prior to the start of any work.
3. The top priority is the construction of the drivewater pond and installation of the upper lime dosing unit. This is to facilitate the DEP ceasing to utilize anhydrous ammonia for water treatment on this site. We emphasize that this dosing unit is to be operational before winter, if possible.
4. Storm water management, as necessary, in the form as described, in the National Pollutant Discharge Elimination System, Water Pollution Control Permit Number WV0115924, existing sediment control ponds and in additional bid item #5-6 shall be installed (described locations). See Water Quality Control under the General Performance Standards.
5. Revegetation and soil improvements are required for all non-road/ditch disturbed areas. Reclamation is to be according to the attached specifications, plans, and clarifying discussions at the Pre-Bid Conference.
6. Install two lime dosing systems that are capable of feeding hydrated lime.
7. Check for and locate all utilities, including ammonia treatment system, within the work area to provide and maintain a safe working area in addition to preventing damage to the utility.
8. Construct riprap ditches or open limestone channels.
9. Remove structures and debris from site.
10. Install culverts.
11. Clean out treatment ponds, add dikes and improved pond access.
12. Construct a drive-through spillway at treatment pond 2 outlet, and clean out exit spillway and sump at final site outlet.
13. Clean out sediment control ponds, entrance ditches, and exit spillways. Re-align drainage ditches.
14. Install sludge line extension.
15. Any other site specific items required.

BUYER CB-23	PAGE	REQ. OR PO NO. DEP 14158
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 REV 5-26-09 PURCHASING CONTINUATION SHEET  
 VENDOR:

I, David B. McCoy, the undersigned, hereby certify <sup>1</sup> 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: 10-27-09

<sup>1</sup> 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.

BUYER CB-23	PAGE	REQ. OR PO NO 5 DEP 14158
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV. 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>BID SCHEDULE</b>				
PERMIT NAME: <u>Buffalo Coal Co., Inc. (A-34 Site)</u>				
PERMIT NUMBER(S): <u>S-2003-88</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>1000<sup>-</sup></u>
2 0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000 00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1000<sup>-</sup></u>
3 0	<u>4800 LF</u>	<u>HAULROAD/ACCESS ROAD UPGRADE</u>	\$ <u>5<sup>-</sup></u> PER LF	\$ <u>24,000<sup>-</sup></u>
3 1	<u>1300 LF</u>	<u>FILTER FABRIC FOR ROAD UPGRADE</u>	\$ <u>3<sup>-</sup></u> PER LF	\$ <u>3900<sup>-</sup></u>
3 2	<u>600 TON</u>	<u>INCIDENTAL #1 STONE FOR ROAD UPGRADE</u>	\$ <u>40<sup>-</sup></u> PER TON	\$ <u>24,000<sup>-</sup></u>
3 3	<u>1700 LF</u>	<u>CONSTRUCT NEW HAUL ROAD/ACCESS ROAD</u>	\$ <u>32<sup>-</sup></u> PER LF	\$ <u>54400<sup>-</sup></u>
4 0		<u>REVEGETATION</u>		
4 1	<u>15 AC</u>	<u>AGRICULTURAL LIME</u>	\$ <u>625<sup>-</sup></u> PER ACRE	\$ <u>9375<sup>-</sup></u>
4 2	<u>15 AC</u>	<u>FERTILIZER</u>	\$ <u>625<sup>-</sup></u> PER ACRE	\$ <u>9375<sup>-</sup></u>
4 3	<u>15 AC</u>	<u>MULCH</u>	\$ <u>625<sup>-</sup></u> PER ACRE	\$ <u>9375<sup>-</sup></u>
4 4	<u>15 AC</u>	<u>VEGETATIVE SPECIES</u>	\$ <u>625<sup>-</sup></u> PER ACRE	\$ <u>9375<sup>-</sup></u>
5 0	<u>4 EA</u>	<u>CONSTRUCTED SEDIMENT CONTROL SUMPS</u>	\$ <u>1000<sup>-</sup></u> PER EA	\$ <u>4000<sup>-</sup></u>
6 0	<u>500 LF</u>	<u>SEDIMENT CONTROL WITH SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5 00 Per LF)	\$ <u>5<sup>-</sup></u> PER LF	\$ <u>2500<sup>-</sup></u>
7 0	<u>2800 LF</u>	<u>RIPRAP DITCH - 4'</u>	\$ <u>20<sup>-</sup></u> PER LF	\$ <u>56,000<sup>-</sup></u>
8 0	<u>400 LF</u>	<u>GROUTED RIPRAP DITCH - 4'</u>	\$ <u>50<sup>-</sup></u> PER LF	\$ <u>29000<sup>-</sup></u>



BUYER CB-23	PAGE	REQ OR PO NO 6 DEP 14158
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
REV 5-26-09 PURCHASING CONTINUATION SHEET  
VENDOR:

9 0	900 LF	<u>RIPRAP DITCH - 4' W/ HALF PIPE</u>	\$ <u>45</u> <sup>-</sup> PER LF	\$ <u>40,500</u> <sup>-</sup>
10 0	160 LF	<u>CULVERTS - 24" DIAMETER</u>	\$ <u>50</u> <sup>-</sup> PER LF	\$ <u>8,000</u> <sup>-</sup>
11 0	LUMP SUM	<u>STRUCTURE AND/OR DEBRIS REMOVAL</u>	LUMP SUM	\$ <u>10,000</u> <sup>-</sup>
12 0	LUMP SUM	<u>CONSTRUCT DRIVEWATER POND</u>	LUMP SUM	\$ <u>20,000</u> <sup>-</sup>
12 1	LUMP SUM	<u>HDPE 60 MIL. POND LINER &amp; PIPING</u>	LUMP SUM	\$ <u>25,000</u> <sup>-</sup>
13 0	LUMP SUM	<u>TREATMENT POND CLEANING &amp; MODIFICATION</u>	LUMP SUM	\$ <u>231,408</u> <sup>-</sup>
14 0	LUMP SUM	<u>BAFFLE CURTAIN</u>	LUMP SUM	\$ <u>5,000</u> <sup>-</sup>
15 0	LUMP SUM	<u>EXIT SPILLWAY CHANNEL CLEANING &amp; MODIFICATION</u>	LUMP SUM	\$ <u>26,000</u> <sup>-</sup>
16 0	LUMP SUM	<u>SEDIMENT POND CLEANING &amp; MODIFICATION</u>	LUMP SUM	\$ <u>17,000</u> <sup>-</sup>
17 0	10 LF (Depth)	<u>SUB-FOUNDATION PREPARATION - UNIT 1</u>	\$ <u>200</u> <sup>-</sup> PER LF	\$ <u>2,000</u> <sup>-</sup>
18 0	LUMP SUM	<u>DOSING UNIT, SILO, ENCLOSURE, AND FOUNDATION - UNIT 1</u>	LUMP SUM	\$ <u>135,000</u> <sup>-</sup>
19 0	10 LF (Depth)	<u>SUB-FOUNDATION PREPARATION - UNIT 2</u>	\$ <u>200</u> <sup>-</sup> PER LF	\$ <u>2,000</u> <sup>-</sup>
20 0	LUMP SUM	<u>DOSING UNIT, SILO, ENCLOSURE, AND FOUNDATION - UNIT 2</u>	LUMP SUM	\$ <u>135,000</u> <sup>-</sup>
21 0	LUMP SUM	<u>CRANE</u>	LUMP SUM	\$ <u>2,000</u> <sup>-</sup>
22 0	1 EA	<u>CONSTRUCT WATER INTAKE RISER &amp; PIPING</u>	\$ <u>5,000</u> <sup>-</sup> PER EA	\$ <u>5,000</u> <sup>-</sup>
23 0	2 EA	<u>WATER CONNECTION AT DISPENSING UNITS</u>	\$ <u>3,000</u> <sup>-</sup> PER EA	\$ <u>6,000</u> <sup>-</sup>
24 0	LUMP SUM	<u>SLUDGE LINE MODIFICATION &amp; EXTENSION</u>	LUMP SUM	\$ <u>10,000</u> <sup>-</sup>
<b>TOTAL PERMIT S-2003-88</b>				\$ <u>908,208</u> <sup>-</sup>



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# Request for Quotation

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 26416-9998 304-457-3219

DATE PRINTED 01/12/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 03/18/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	962-73	RECLAMATION: RESTORATION OF WATER		
***** ADDENDUM NO. 1 ***** ADDENDUM ISSUED FOR THE BUFFALO COAL COMPANY PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE BID CLARI- FICATION, THE Q/A, AND SKETCH RESULTING FROM THE PRE- BID MEETING OF 12/17/2009. BID OPENING DATE AND TIME ARE EXTENDED TO 03/18/2010 AT 1:30 PM. ***** NO OTHER CHANGES *****						
***** THIS IS THE END OF RFQ DEP14158 *****						\$ 908,208

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-414-0255	3/15/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	55-0754491	

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

**Addendum #1 - Questions During Pre-Bid Conference  
For DEP 14158  
Buffalo Coal Company, Inc. Permit # S-2003-88**

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.

**Clarification to Bid Item 8.0 Grouted Riprap Ditch-4':** The thickness of the riprap shall be 1.5 feet and use R-5 classification limestone. A revised drawing is attached, which was on page 72 of the requisition.

**Clarification to Bid Item 13.0 Treatment Pond Cleaning and Modification:** The riprap channel crossing across the earthen dikes in both ponds shall also have filter fabric placed beneath the riprap. Also, the riprap shall extend down both side slopes of the earthen dike to prevent erosion. This is in addition to the riprap drive-thru across the top of the earthen dike. The riprap crossings for both ponds shall be incidental to this Lump Sum bid item.

- 1.) Q. Bid Item 9.0, Riprap Ditch-4' with Half Pipe, is this pipe smooth or rough wall?  
A. Use smooth interior, corrugated exterior dual wall pipe.
- 2.) Q. Are the culverts to be installed on this road (standing on the access road leading down to ponds)?  
A. Yes, the DEP inspector will point out exact locations at time of construction.
- 3.) Q. Do we just install a splash pad at the end of the culverts?  
A. Yes, riprap at the inlet and exit of each culvert installation is inclusive to the culvert bid item. If we need to extend a channel beyond the culvert outlet, we will use the Riprap Ditch-4' bid item.
- 4.) Q. Are you (DEP) going to treat the water while we (Contractor) are working?  
A. The DEP will treat the seep water until time to take each pond out of service for cleaning and modification. At this time, it will be the contractor's responsibility to treat the water from the ponds. The new lime treatment systems shall be installed as the first order of operation, then the new system may be used to treat the water.
- 5.) Q. Can we take the ponds out of service to clean them and treat the water?  
A. Yes, after the new lime dosing systems have been installed, the contractor can bypass one pond at a time and clean/modify the pond, while still directing water through the other pond. The first priority is to switch the existing chemical treatment system off of ammonia to hydrated lime treatment.
- 6.) Q. Do we have to remove the pile of tires on the road coming into the site?  
A. No, we will deal with them on a future requisition.
- 7.) Q. Are we going to be clearing any trees (referring to lime treatment site 1)?  
A. No, the work area is above the tall tree line.

- 8.) Q Do we have to adjust the slope of the lower road embankment (above lime treatment site 1 road bench)?  
A. No, leave existing slope as is.
- 9.) Q. Does Pond 1 have to stay the same size?  
A. You can add material to the pond embankment inside slope to gain more top width for the 12 feet wide road bench.
- 10.) Q. Where do we get material for the pond dikes/embankments?  
A. Excess material may be obtained from below the existing sediment pond D, or material may be obtained from on top, as directed by the onsite DEP inspector at time of construction.
- 11.) Q. After we put the first dosing unit in, can we divert this water around the site?  
A. The water may be diverted out of the upper trench, but must run through one of the ponds, prior to final discharge.
- 12.) Q. Do these two ponds get a 60 mil liner?  
A. No, only the drivewater collection pond 20 feet by 20 feet in size at lime treatment site 1.
- 13.) Q. That slope of the the ditch (at treatment Pond 1) are we going to do anything to it?  
A. No, we are not going to change the slope of the embankment on the upper side of the ditch.
- 14.) Q. How deep are the ponds, in reference to cleaning them?  
A. The upper pond (Pond 1) is a depth of 10 feet, and at the inlet end water is emanating up through the pavement or pond bottom. The lower pond (Pond 2) from the existing steel standpipe to the pond outlet, the pond has been cleaned (last 1/3 of pond). The first 2/3 of the pond still needs to be cleaned. At the two locations where the earthen dikes are to be installed, the ponds must be cleaned to a solid bottom.
- 15.) Q. Is onsite rock good enough to use as riprap in the ditches?  
A. No, the onsite rock is very acidic producing sandstone. You must use limestone for all riprap ditches.
- 16.) Q. Where do we put the cleanings from the ponds?  
A. All pond cleanings must be trucked to the sludge disposal site on top, which is the open pit area. The sludge may be excavated and trucked, vac trucked or pumped. It is up to the contractor.
- 17.) Q It is going to take a lot of material to build up the road around the upper pond, where do you get the material for that?  
A. We can get material around sediment pond D. We can use the piles of material along the road. As each load of pond cleanings is hauled on top, a return load of borrow material may be hauled back for use.

- 18.) Q. What about the stability of the hillside above the ditch and upper pond, are we liable for slips?  
A. If you have disturbed the hillside due to the placement of the new ditch with half pipe, then you will be responsible for regrading and/or removal of excess material.
- 19.) Q. Can we clean the lower pond, while it is being bypassed?  
A. Yes, as long as we can continue flowing water through one of the ponds, prior to discharge.
- 20.) Q. Are we going to have a new road along the bottom of this pond (referring to the lower pond)?  
A. Yes, this road will tie onto the road between the ponds, and it is to be built on the existing bench that has been partially completed.
- 21.) Q. Does the road around the lower pond show up in the detail drawings?  
A. Yes, the Treatment Site Plan on page 54 of the requisition.
- 22.) Q. The pump line extensions, where are they going to end up at?  
A. That is also on the Treatment Site Plan detail drawing. The new pump line will tie into the existing 8 inch main line, and there will be a pump station at that end. There will be one on the second portion of the upper pond, just after the earthen dike. There will be one on both sides of the earthen dike on the lower pond.
- 23.) Q. Are there valves on them (pump lines)?  
A. Yes, there are two valves for draining the pump line, see Pump Connection End drawing page 75 of the requisition.
- 24.) Q. Does this 6 inch line (existing sludge line) go all the way to where you want it to go?  
A. Yes, what is on the ground will need to be added to and buried.
- 25.) Q. So we are going to clean those three ponds out (referring to the sediment control ponds), and reconstruct the inlet and outlet ditches?  
A. We will only be cleaning two of the sediment ponds B and C, Pond A is okay, and Pond D will be eliminated.
- 26.) Q. Where are we picking the water up (at sediment Pond C)... is right through there where that gulley is?  
A. Yes, each of the sediment ponds is fed by contour drainage ditches. About 25 feet of inlet ditch and 15 feet of outlet ditch will need to be reworked on each pond.
- 27.) Q. What ponds are you cleaning here (standing at the sediment ponds), and what ponds are you eliminating?  
A. Sediment Pond A will not be cleaned, Ponds B and C will be cleaned, and Pond D will be eliminated.
- 28.) Q. How much material will be taken out of Sediment Pond B and C?  
A. Clean both ponds out to a depth of 6 feet.

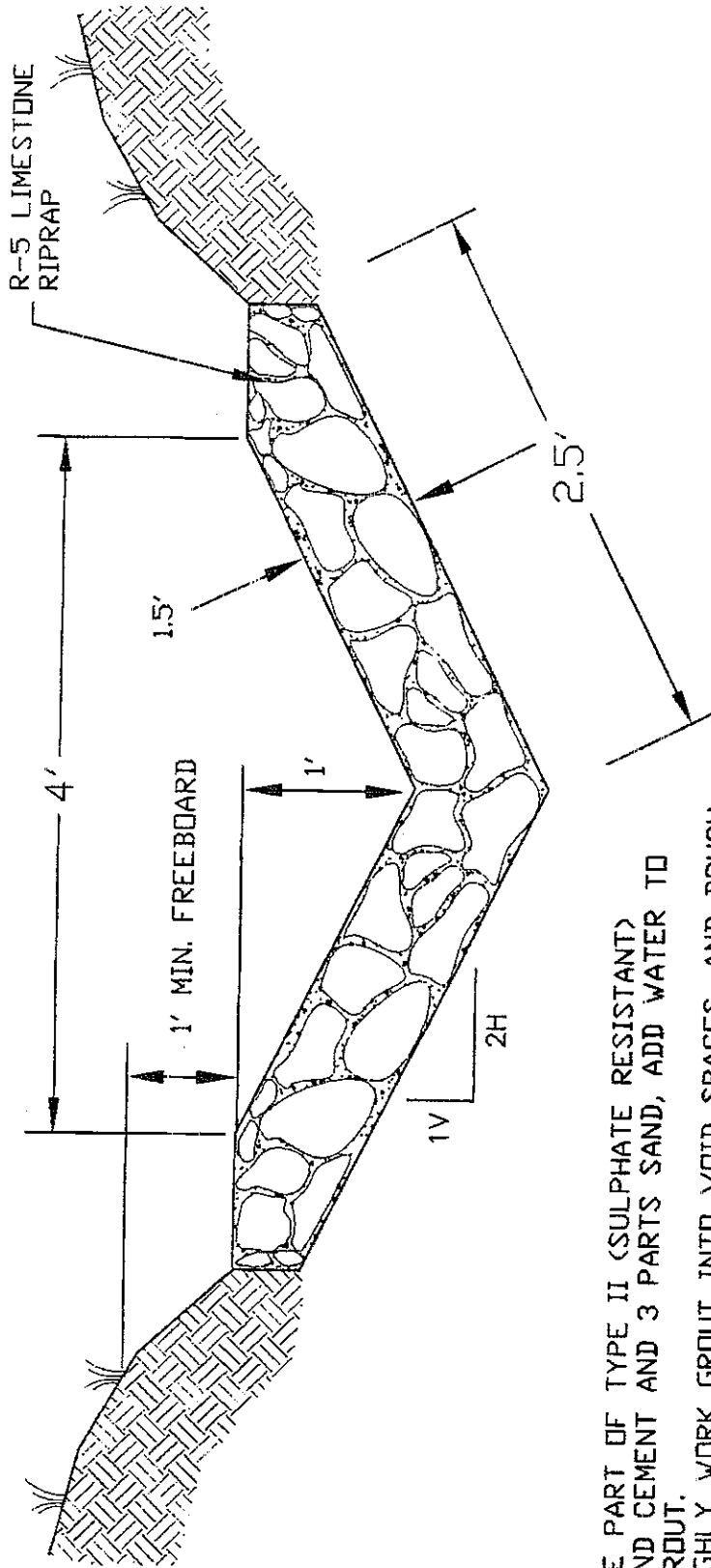
- 29 ) Q. Do we have to go down through there and dress that land up, ... is that part of the reseeding?  
A. Yes, we have 15 acres of Revegetation to cover this area, as well as areas around the treatment ponds, and any borrow material areas.
- 30.) Q. On the silos, in the specifications you call for ¼ inch thick steel. We normally use I-beams for supports and use 3/16 inch steel. Do you want ¼ inch steel with the I-beam supports or does it matter?  
A. Yes, we specified ¼ inch minimum steel thickness for the silos.
- 31.) Q. Where is the trash that we have to haul out?  
A. The Structure/Debris Removal item is mainly for the existing steel standpipe in the lower pond. There is also an old steel culvert at the pond site that needs removed. Any junk or debris on top at the open pit is not part of this requisition.
- 32 ) Q. Do the silos get filled, and is that part of the lime dosing unit purchase?  
A. Yes, each 50 ton silo is to be filled one time with hydrated lime and at each site a 500 gallon propane tank is to be set and filled one time.
- 33.) Q. For the pond cleaning, do we just have to clean them one time?  
A. On treatment ponds, yes, just clean them one time. Any sediment control ponds and sumps are to be maintained by the contractor until finished with the job.
- 34 ) Q. Are we allowed back onto the site?  
A. Yes, just complete the safety training as you enter onto the ICG permitted haul road, and sign in and out as you enter and exit.
- 33.) Q. Are there any prints available for this?  
A. Yes, you need to go the Purchasing Division web site with the DEP number 14158, or contact Chuck Bowman and ask for a copy of the requisition (phone # 304-558-2157).

BUYER  
CB-23

REQ. or P.D. No.  
DEP 14158

GROUTED V - DITCH

GROUTED V - DITCH



USE ONE PART OF TYPE II (SULPHATE RESISTANT) PORTLAND CEMENT AND 3 PARTS SAND, ADD WATER TO MAKE GROUT. THOROUGHLY WORK GROUT INTO VOID SPACES, AND BRUSH EXCESS GROUT OFF TOP OF RIPRAP STONES.

NOT TO SCALE

PAYMENT SHALL BE FOR ACTUAL LENGTH OF DITCH CONSTRUCTED.

R-5 LIMESTONE RIPRAP (STANDARD) UNLESS OTHERWISE NOTED, RIPRAP SHALL BE DURABLE ROCK PLACED IN A 1.5 FOOT BLANKET. TWENTY-FIVE (25%) OF THE ROCK WILL BE OF 18 INCHES OR LARGER, THE REMAINING SEVENTY-FIVE (75%) SHALL BE WELL GRADED MATERIAL (MINIMUM 3 INCHES TO MAXIMUM 15 INCHES) OF SUFFICIENT ROCK SMALL ENOUGH TO FILL THE VOIDS BETWEEN THE LARGER ROCK. SHALE SHALL NOT BE USED FOR RIPRAP. IF RIPRAP STABILITY IS QUESTIONABLE, DURABILITY SHALL BE DETERMINED BY THE SODIUM SULPHATE TEST ASTM C 88/AASHTO T 104-77.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

7

RFO # : DEP14158  
 Project: Buffalo Coal Co.  
S-2003-88

Bid Date: 01/21/2010  
 Pre-Bid Date: 12/17/2009

Name : Robert Barnes  
 Company: Barnes Exc. Inc.  
 Address: P.O. Box 13384  
Sissonville  
W.V. 25360  
 Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email : BarnesExc@aol.com

Name : Terry Canterbury  
 Company: Boiz Transit  
 Address: 612 N. Morgan St.  
Box 304 Sissonville  
 Phone #: 304-296-7193  
 Fax # :  
 Email :

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

Name : Bell Belvano  
 Company: J B + Sons LLC  
 Address: 10643 BRANDOVILLE POE  
Kaenwood WV 26537  
 Phone #: 304-329-0490  
 Fax # :  
 Email : belinger5@verizon.net

Name : Kelly Deansom  
 Company: Breakaway  
 Address: 1075 Old Turnpike Rd  
Sutton WV 26609  
 Phone #: 304-765-5317  
 Fax # : 304-765-5317  
 Email :

Name : Chad Bilotta  
 Company: Anderson Excavating LLC  
 Address: 343 Williams Rd  
Morgantown WV 26501  
 Phone #: 304-983-2296  
 Fax # : 304-983-4755  
 Email : cbilotta@AndersonExcavatingLLC.com

Name : Don Stamm  
 Company: LIME DOSEK Consulting  
 Address: P.O. Box 2184 Clarksville, WV  
26426  
 Phone #: 304-782-1037  
 Fax # : 304-782-1037  
 Email : Stamm3@Verizon.NET

Name : Scott Evans  
 Company: Mt Hays Property  
 Address: 305 3rd St  
Charles town, WV 25301  
 Phone #: 304-925-4032  
 Fax # : 304-925-4033  
 Email :



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFO # : DEP14158  
 Project: Buffalo Coal Co.  
S-2003-88

Bid Date: 01/21/2010  
 Pre-Bid Date: 12/17/2009

Name : DAVID H BOWMAN  
 Company: GREEN MOUNTAIN CO  
 Address: 511 50<sup>th</sup> STREET  
LAUREL WV 25304

Phone #: 304 425 0253  
 Fax # : 425 9230  
 Email : Jody.May@mc.com

Name : DEANIE C. ECKHART  
 Company: CONCRETE UP INC  
 Address: PO BOX 345  
SIMPSON WV 26435

Phone #: 304 739 4397  
 Fax # : 304 739 4401  
 Email : DCE-CONCRETEUP@SIMPSON.WV

Name : STEVE SCARB  
 Company: PRO CONTRACTING INC  
 Address: P.O. Box 2402  
CHARLES TOWN WV

Phone #: 304 622-2401  
 Fax # : 304 622-2410  
 Email : PROCON.555@MA.ET.COM

Name : Richard Hagy  
 Company: Aspen Corp  
 Address: 2400 Ritter Dr  
Daniel WV

Phone #: 304-763-4373  
 Fax # : 304-763-4591  
 Email : Kubin@msw.com

Name : SCOTT SMITH  
 Company: ALL CONSTRUCTION  
 Address: PO Box 92 RT 93  
Mt. Sterling, WV 26735

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

Name : DANNY MILLER  
 Company: POTOMAC HARDWARE CONSTRUCTION  
 Address: 106 N Main  
Petersburg WV 26507

Phone #: 304-257-2022  
 Fax # : 304-257-2023  
 Email : \_\_\_\_\_

Name : Russell L NELSON  
 Company: NELSON TREE REMOVAL  
 Address: RT 4 Box 577C Keyser  
WV 26726  
PHONE No 304-355-2055

Phone #: \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

Name : Rennie Hae (Nelson Tree Removal)  
 Company: Nelson Tree Removal  
 Address: RT 4 Box 577C Keyser  
WV 26726  
304-355-2055

Phone #: \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

9

RFQ # : DEP14158  
 Project: Buffalo Coal Co.  
S-2003-88

Bid Date: 01/21/2010  
 Pre-Bid Date: 12/17/2009

Name : Ann WARDIARLL  
 Company: EASTERN Arrow  
 Address: PO BOX 4108  
CHARLESTON WV  
25304  
 Phone #: 304-414-0255  
 Fax # : 0256  
 Email : easternarrowchna1.com

Name : Randy Zuckerman  
 Company: BEAR Contracting  
 Address: 112 STATE ST  
BRIDGEPORT WV 26330  
 Phone# : 304 842-3002  
 Fax # : 304 842-9433  
 Email : MUR53@BEAR-Contracting Co.

Name : JAMES ALLEN  
 Company: JF ALLEN CO  
 Address: PO BOX 2049  
Buckhannon WV  
26201  
 Phone #: 304 472 8890  
 Fax # : 304 472 8897  
 Email JAMES.ALLEN@JFALLENCO.COM

Name : ~~\_\_\_\_\_~~  
 Company: ~~\_\_\_\_\_~~  
 Address: ~~\_\_\_\_\_~~  
 Phone# : ~~\_\_\_\_\_~~  
 Fax # : ~~\_\_\_\_\_~~  
 Email : ~~\_\_\_\_\_~~

Name : GEORGE FRESHOUR  
 Company: EAGLE EXCAVATION INC.  
 Address: P.O. BOX 218  
KENNA WV  
25248  
 Phone #: (304) 372-4378  
 Fax # : (304) 372-4378  
 Email : NONE

Name : ~~\_\_\_\_\_~~  
 Company: ~~\_\_\_\_\_~~  
 Address: ~~\_\_\_\_\_~~  
 Phone# : ~~\_\_\_\_\_~~  
 Fax # : ~~\_\_\_\_\_~~  
 Email : ~~\_\_\_\_\_~~

Name : Mike Jenkins  
 Company: AQUAFix Systems Inc.  
 Address: 201 Maple Lane  
Kingwood WV 26537  
 Phone #: 304-329-1056  
 Fax # : 304-329-1217  
 Email : mjj@aquafix.com

Name : David McCoy  
 Company: WV DEP  
 Address: 12-17-09  
 Phone# : \_\_\_\_\_  
 Fax # : \_\_\_\_\_  
 Email : \_\_\_\_\_

**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  
DEP14158, Buffalo Coal Co. in Tucker County, according to plans and specifications.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void otherwise this obligation shall remain in full force and effect It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated

The Surety for the value received hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension

IN WITNESS WHEREOF Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers this 21st day of December 2009

Principal Corporate Seal

Eastern Arrow Corporation Inc.

(Name of Principal)

By 

(Must be President or Vice President)

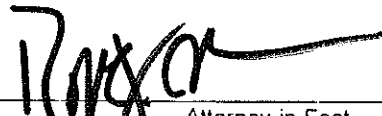
Ann Wardwell, President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

  
Ross B. Johnson, Attorney-In-Fact

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. Kinnaid, Jr.*

By:  
**Richard L. Kinnaid, 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. Kinnaid, 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 **21st** day of **December** A.D., **2009**



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**



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

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, ANN WARDELL after being first duly sworn, depose and state as follows:

- 1. I am an employee of EASTERN ARROW CORP INC; and,  
(Company Name)
- 2. I do hereby attest that EASTERN 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.

EASTERN ARROW CORP INC  
(Company Name)

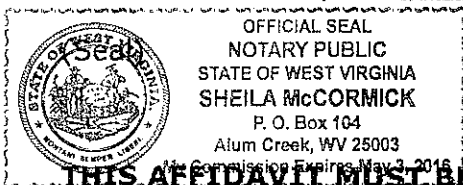
By: [Signature]

Title: PRESIDENT

Date: 12-28-09

Taken, subscribed and sworn to before me this 28<sup>th</sup> day of December.

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.**

RFQ No DEP 14158

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

'Debt' means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine permit violation, license assessment, defaulted workers' compensation premium penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: EASTERN ARROW CORP INC

Authorized Signature: [Signature] Date: 1/29/10

State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of January, 2010

My Commission expires May 3, 2016

**AFFIX SEAL HERE**

NOTARY PUBLIC Sheila McCormick

