



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  
**DEP14769**

PAGE  
**1**

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

RFQ COPY

YOUR NAME/ADDRESS HERE

Simon & Associates, Inc.  
 P.O. Box 10007  
 Blacksburg, VA 24062

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/27/2009				

BID OPENING DATE: **09/24/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p><b>SOUTHERN MAINTENANCE RECLAMATION CONTRACT</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS AND RECLAMATION, IS SEEKING BIDS FROM QUALIFIED VENDOR'S TO PROVIDE RECLAMATION MAINTENANCE SERVICES FOR ABANDONED MINE LAND PROJECTS IN SOUTHERN COUNTIES OF WEST VIRGINIA. MAINTENANCE MAY BE REQUIRED UPON THE COMPLETION OF A RECLAMATION PROJECT, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$25,000.00 PER PROJECT.</p> <p>A QUESTION/ANSWER PERIOD HAS BEEN ESTABLISHED WITH CUT-OFF FOR QUESTIONS AT 5:00 PM FRIDAY, SEPTEMBER 11, 2009. ALL QUESTIONS ARE TO BE SUBMITTED IN WRITING TO THE BUYER, CHUCK BOWMAN, PRIOR TO THE CUT-OFF TIME. ALL QUESTIONS RECEIVED WILL BE ANSWERED IN ADDENDUM FORMAT. QUESTIONS MAY BE SUBMITTED VIA FAX TO 304.558.4115, BY E-MAIL TO: CHARLES.A.BOWMANJR@WV.GOV OR BY MAIL TO THE ADDRESS NOTED ABOVE.</p> <p>SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO, MINOR REGRADING AND REVEGETATION OF PROBLEM AREAS ON THE PROJECT SITE.</p> <p>EXHIBIT 3</p>						

RECEIVED  
 2009 SEP 30 PM 2:53  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 540-951-4234 DATE: 7-21-09

TITLE: President FEIN: ~~54-138762~~ 54-138764Z 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 F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130.



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ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

DATE PRINTED 08/27/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 09/24/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 540-951-4234	DATE 8-21-09
TITLE President	FEIN 54-1387642	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PURCHASER

SHIP TO

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DATE PRINTED 08/27/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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<p>OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE 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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</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</p>						

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SIGNATURE 	TELEPHONE 540-251-4134	DATE 9-21-09
TITLE President	FEIN 54-1387642	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

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<p>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 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 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,</p>						

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<p>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 FOR DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WV SOUTHERN COUNTIES, 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</p>						

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<p>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 PAYABLE 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 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 LEIU OF THE BID BOND.</p> <p>LIQUIDATED DAMAGES: ACCORDING RO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMANGES SHALL BE IMPOSED AT THE RATE OF \$100 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>REQUISITION NO.: DEP14769</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 540 951-4234	DATE 9-21-09
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				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 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 <i>Simon &amp; Associates, Inc.</i> ..... COMPANY ..... 9-21-09 ..... DATE		
				REV. 11/96		
				NOTICE		

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	54-138764Z	

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## CONTRACTURAL INFORMATION & REQUIREMENTS

### Article 1 – Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

### Article 2 – Location of Work – South

The area of work shall include the Southern Counties of West Virginia. The counties listed below are the coal producing counties.

- |               |              |
|---------------|--------------|
| 1. Webster    | 11. Cabell   |
| 2. Putnam     | 12. Kanawha  |
| 3. Clay       | 13. Nicholas |
| 4. Greenbrier | 14. Fayette  |
| 5. Summers    | 15. Mercer   |
| 6. Raleigh    | 16. Wyoming  |
| 7. McDowell   | 17. Mingo    |
| 8. Logan      | 18. Boone    |
| 9. Lincoln    | 19. Wayne    |
| 10. Roane     | 20. Mason    |

### Article 3 – Definitions

- A. The words “Owner”, “The State”, “DEP” or “Office of Abandoned Mine Lands & Reclamation (AML&R)” are used herein to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation.
- B. The word “offeror” refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word “Contract” is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word “Contractor” refers to the person or company contracting with the State to furnish the “services” called for by the contract.
- E. The words “services” or “work” is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.

F. The word "Director" is used to mean the Assistant Director of the Office of Abandoned Mine Lands and Reclamation, West Virginia Department of Environmental Protection and shall be considered to be the State's authorized representative.

#### Article 4 – Ordering Procedures

- A. This is an open-end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract. Work shall be commenced within seven (7) days of issuance of the notice to proceed.
- B. Work will be ordered by the Assistant Director or his representative, for the Office of Abandoned Mine Lands & Reclamation, West Virginia Department of Environmental Protection by issuance of a notice to proceed, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate. No work shall be performed until a notice to proceed has been issued by the State.

#### Article 5 – Delivery

- A. The contractor shall complete the specified maintenance work in accordance with each notice to proceed. The contractor shall give an invoice (form provided by AML&R) to the Director or his representative upon completion of each notice to proceed. The contractor shall provide documentation for hours worked, materials and wages paid.
- B. Final inspection of each notice to proceed (project) will be made by the Director or his authorized representative and will be held approximately one (1) month after receiving the completion notification from the contractor.
- C. Acceptance criteria will be based on all work being completed as requested in the notice to proceed. In addition, where revegetation is specified, a hardy stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.

#### Article 6 – General Conditions

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project.

- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the notice to proceed, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety regulations pertinent to the work.

#### Article 7 – Costs and Payments

- A. Payment to the contract will be made on the following basis:
  - 1. Unit Pricing
    - Item – As directed by the State in specific notice to proceed.
    - Quantity – As agreed to prior to issuing a Notice to Proceed.  
The quantity of hours shall be the actual hours the equipment is operated on the project.
    - Unit Price - As provided by the Offeror in the proposal.
- B. The contractor shall invoice the division after completion of work specified in the notice to proceed; final inspection has been made; and the work is accepted by the division. All invoices shall show the quantities and unit prices approved in the cost estimate for the notice to proceed. It should be noted, that the final cost for each notice to proceed could be slightly higher or lower than the estimate.

#### Article 8 – Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
  - 1) By mutual acceptance of a lump sum properly documented (itemized)
  - 2) By unit prices (negotiated)

- \* 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.
- \*<sub>1</sub> Trucks are for on site haulage only. No payment will be made for truck hours used hauling materials to the site. Delivery costs should be included in the unit cost associated with the materials.
- \*<sub>2</sub> The sewer cleaning truck shall be capable of delivering 55 GPM at 2000 PSI. The truck shall have a minimum of 500 feet of one inch I.D. hose capable of operating at 2000 PSI with a burst pressure of 5000 pounds.
- \*\* This item is intended for mobilization and demobilization of equipment only; all other costs will be incidental to the other items.
- \*\*\* Straw mulch unit rate shall also include the application of 100 gallons/acre of asphalt emulsion or equal, to anchor the mulch.
- \*\*\*<sub>1</sub> Limestone sand shall be 97% CaCO<sub>3</sub> 16 Mesh Limestone (Glass Factory Limestone) 0% shall be retained on No. 12 Mesh screen 20% maximum retained on No. 20 mesh screen and 20% maximum passing a No. 170 mesh screen. Price shall include delivery to the site.
- \*\*\*\* Soil Analysis Testing shall be performed by a qualified West Virginia Lab.
- \*\*\*\*\* Laborer item for handwork only. The minimum of \$25.00 is all that is acceptable. Note: Certified payroll submittal for each worker must reflect prevailing wage rate for that classification as per the specific county of the affected project.
- \*\*\*\*\* The vacuum truck shall be capable of providing 420 cfm of suction and have a pressure discharge. Tank capacity shall be at least 1500 gallons.
- \*\*\*\*\* The small jetter shall be capable of delivering 4 GPM at 3000 psi.

An equipment list shall be submitted and approved prior to any work taking place. All equipment used must be in good operable condition and be readily available.

All materials must have approval from a DEP representative.

Labor for operating equipment and installing materials shall be incidental to each item.

Labor – The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Certified Payrolls will be submitted to the WVDEP on each work directive.

**GABIONS:** Gabion shall consist of double-twisted wire mesh manufactured from zinc-coated steel wire conforming to ASTM A 641 Class 3 coating, soft tempter, which is zinc-coated before double twisted into mesh. Tensile strength of wire used for double twisted mesh, lacing wire and stiffeners

when tested in accordance with ASTM A 370 shall be in accordance with the requirements of ASTM A 641, A 809 and A 856/A 856M for soft temper wire. The tensile strength of zinc-coated steel wire used for fasteners shall be in accordance with the requirements for ASTM A 764, Type A, B or C Table 2 or 3. The bid per each of gabion shall include the basket and all related materials, gabion rock, and labor to install the gabions.

**PERMANENT FENCING:** Permanent fencing shall consist of metal posts. Posts shall be a minimum of five feet in height. Non-electric fence shall use five (5) strands of barbed wire anchored to metal posts set fifteen (15) foot on centers. Price per foot shall include cost of materials and labor.

**CONCRETE MINE SEAL BOX:** The cost will include the manufacturing and delivery of the mine box to the job site.

**STRUCTURAL CONCRETE:** The cost per cubic yard shall include all labor costs for forming and all concrete mason costs for finishing the concrete.

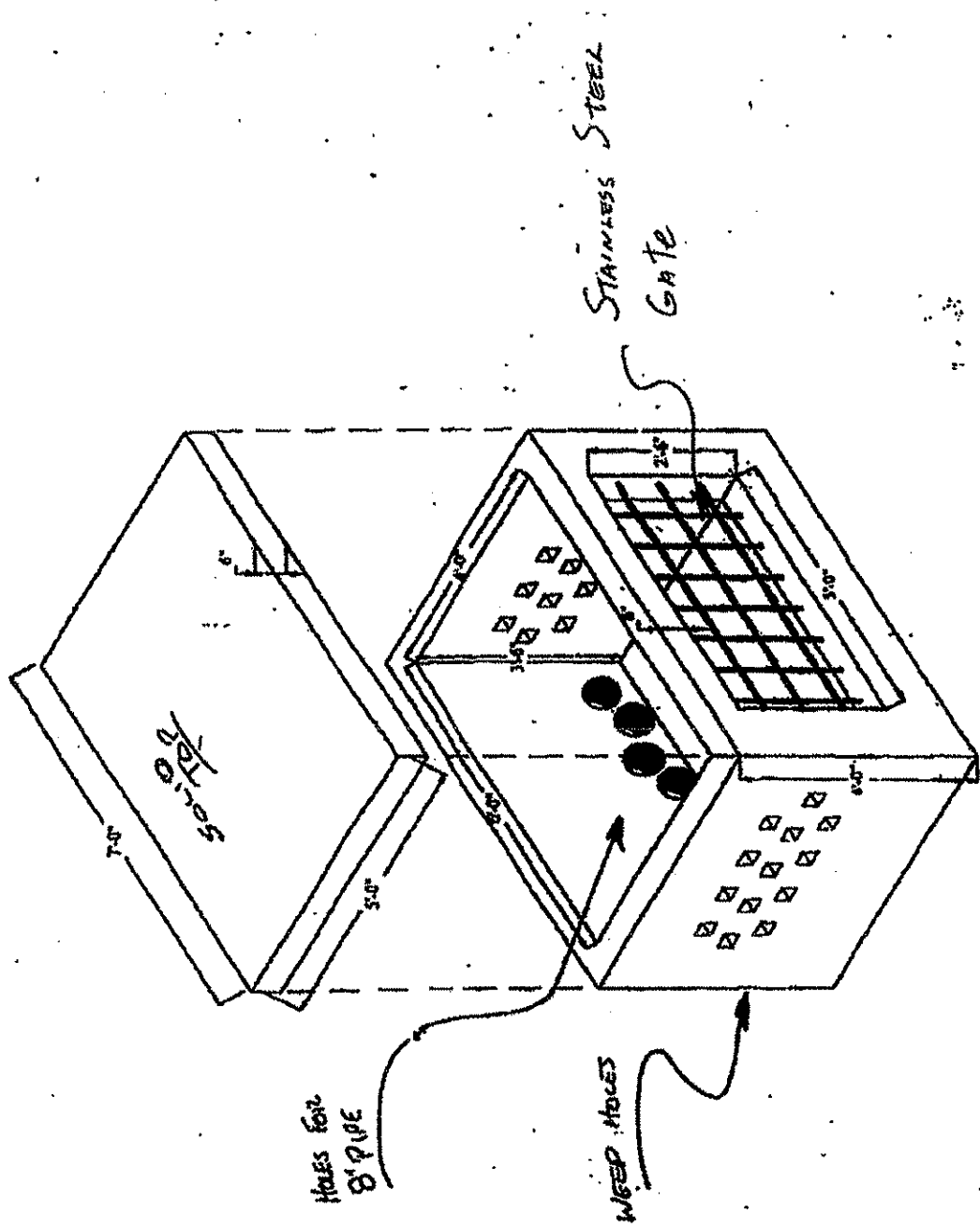
**ASPHALT:** The asphalt shall conform to the general requirements of Section 401 of the VDOT-DOH Standard Specifications – Roads and Bridges. The asphalt to be used is “Wearing 1”.

**MINI EXCAVATOR:** Mini excavator shall include rubber tracks and dirt blade. The hourly rate shall include the equipment and operator.

**EQUIPMENT HOURLY RATES:** All equipment hourly rates shall include the operator rates that apply to that piece of equipment. The only exception to this will be hand held equipment, which will be for the rate of the equipment only (chainsaw, weed eater, etc.).

**CONCRETE MINE SEAL BOX:** See attached drawing.

RFQ# DEP14769





## SOUTHERN MAINTENANCE

DEP#14769

Contractor's Bid Sheet

Company Name: SIMON & ASSOCIATES, INC.Address: 3200 COMMERCIAL ST. P.O. BOX 10007 (24062)BLACKSBURG, VA 24060

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	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	500	mile	Mobilization & Demobilization**	500	2,500.00
2	100	hour	D-3 Caterpillar Dozer or equal	75.00	7,500.00
3	100	hour	D-6 Caterpillar Dozer or equal	120.00	12,000.00
4	100	hour	John Deere 510 Backhoe/Loader or equal	75.00	7,500.00
5	100	hour	215 Caterpillar Excavator/Backhoe or equal	120.00	12,000.00
6	20	hour	Cat 303 mini excavator or equal	65.00	1,300.00
7	20	hour	Skid Steerer (Bobcat) or equal	65.00	1,300.00
8	70	hour	Tandem Dump Truck (10 cy capacity)*1	119.00	11,900.00
9	20	hour	Single Axel Dump (10 ton capacity)	101.00	10,100.00
10	50	hour	Sewer Cleaning Truck*2	175.00	8,625.00
11	70	cubic yard	Grout (1 part cement & 3 parts sand + water for consistency)	180.00	12,600.00
12	20	acre	Seed Mixture-per acre rate (15 lbs. Annual ryegrass-40 lbs. Orchard Grass-15 lbs. Birdsfoot Trefoil (Substitute 15 lbs. Crown Vetch in steep or slide prone areas)	375.00	7,500.00
13	5,000	square foot	Yard Mix Seed Mixture - .45 lb. Red Fescue - .90 lb. Kentucky Bluegrass - .70 lb. Merlon Bluegrass - .20 lb. Annual Rye*(use annual rye only in mixtures seeded after August 1 and before May 15).	0.11	550.00
14	100	ton	Agriculture Lime	40.00	4,000.00
15	20	ton	Fertilizer 10-20-10	620.00	12,400.00
16	20	ton	Straw Mulch***	1040.00	20,800.00
17	500	lineal feet	Straw Bales	2.50	1,250.00
18	10	ton	Wood Cellulose Fiber Mulch	2,500.00	25,000.00
19	200	ton	Limestone Sand***1	35.00	7,000.00
20	200	ton	18" RipRap (Sandstone or Limestone)	40.00	8,000.00
21	200	ton	#57 River Gravel/Sandstone	35.00	7,000.00
22	200	ton	1-1/2" Crusher Run Stone	35.00	7,000.00
23	200	linear foot	8" ADS Pipe (Perforated or Solid)	5.00	1,000.00
24	200	linear foot	8" SDR 35 PVC Pipe	9.00	1,800.00
25	100	linear foot	12" SDR 35 PVC Pipe	15.00	1,500.00
26	100	linear foot	15" SDR 35 PVC Pipe	20.00	2,000.00
27	500	linear foot	18" Hancor HI-Q Sur-Lok pipe or equal	20.00	10,000.00
28	500	linear foot	24" Hancor HI-Q Sur-Lok pipe or equal	30.00	15,000.00
29	500	linear foot	36" Hancor HI-Q Sur-Lok pipe or equal	58.00	29,000.00
30	200	linear foot	Temporary Pipe	20.00	4,000.00

**SOUTHERN MAINTENANCE**

**DEP#14769**

**Contractor's Bid Sheet - Continuation Page 2**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
31	200	square yard	Filter Fabric - Dupont Typar 3401 or equal	1.30	260.00
32	100	linear foot	Permanent Fencing	10.00	1,000.00
33	3	each	Access Gate - 16 foot heavy guage round tubular farm gate	200.00	600.00
34	6	linear height	Type "A" Manhole - As per DOH Standard Detail Ref Sheet DR7-A.	800.00	800.00
35	3	each	Type "G" Drop Inlet with grate - As per DOH Standard Detail Ref Sheet DR6-G.	1,500.00	1,500.00
36	5	each	8" SDR 35 PVC Pipe Clean-out	155.00	775.00
37	5	each	12" SDR 35 PVC Pipe Clean-out	500.00	2,500.00
38	50	hour	Vacuum Truck*****	110.00	5,500.00
39	10	each	Gabions (3'x3'x6' zinc-coated basket)	150.00	1,500.00
40	1	each	Concrete Mine Seal Box	6,125.00	6,125.00
41	10	cubic yard	3000 psi Structural Concrete	180.00	1,800.00
42	10	bag	Soda Ash Briquette 50# bags	20.00	200.00
43	20	hour	2" Water Pump	18.00	360.00
44	20	hour	6" Water Pump	50.00	1,000.00
45	40	hour	Small Jetter*****	16.00	640.00
46	20	hour	Chain Saw (20" bar)	20.00	400.00
47	20	hour	Weed Eater with Brush Blade	20.00	400.00
48	5	gallon	Roundup Vegetation Killer	75.00	375.00
49	50	square yard	Asphalt Wearing Course Material 0.2' Depth	25.00	1,250.00
50	20	hour	Hydraulic Excavator Hammer (4000#)	95.00	1,900.00
51	20	hour	Laborer I*****	55.00	1,100.00
52	20	hour	Laborer II*****	45.00	900.00
53	20	hour	Laborer III*****	35.00	700.00
54			<b>SOIL ANALYSIS TESTING****</b>		
54A	5	each	Acid Base Count	41.00	205.00
54B	10	each	Nutrients	40.00	400.00
54C	10	each	pH (field)	30.00	300.00
54D	10	each	pH (lab)	12.00	120.00
<b>TOTAL</b>					<b>224,735.00</b>



**Part D.**

Contractor's Business Name: Simon & Associates, Inc.

If the current Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name	<u>Robert Nelson Dail</u>	Position/Title	<u>President</u>
Address	<u>2100 Chestnut Drive</u>	Telephone #	<u>540-577-4246</u>
	<u>Blacksburg, VA 24060</u>	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	<u>Jonathan P. Newbill</u>	Position/Title	<u>Executive Vice President</u>
Address	<u>427 Walnut Tree Lane</u>	Telephone #	<u>540-577-4245</u>
	<u>Newport, VA. 24128</u>	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	<u>Cheryl A. Simon</u>	Position/Title	<u>Treasurer</u>
Address	<u>8105 S. Jefferson Forest Lane</u>	Telephone #	<u>540-577-4235</u>
	<u>Blacksburg, VA 24060</u>	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Simon & Associates, Inc.  
of Blacksburg, Virginia, as Principal, and Cincinnati Insurance  
Co. of Fairfield, Ohio, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of Five Percent (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Reclamation Maintenance services for abandoned mine lands in Southern  
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.

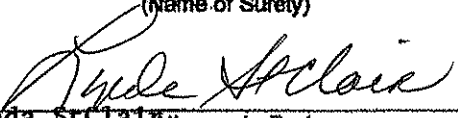
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligees may accept such bid, and said Surety does hereby  
waive notice of any such extension.

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  
22 day of September, 2009.

Principal Corporate Seal

Simon & Associates, Inc.  
(Name of Principal)  
By   
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Cincinnati Insurance Company  
(Name of Surety)  
  
Linda St. Clair Attorney-in-Fact

**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.**

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint E. Gerald Stump; William E. Haynie; Mark B. Stump; Cecelia W. Long; Paula B. Gibson; Samuel A. Lowman, Jr.; Barbara Hall; Linda St. Clair; Robert Gibson; Mike Repass; Lisa Bain; Sandra Burns and/or Clark Wade

of Salem, Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

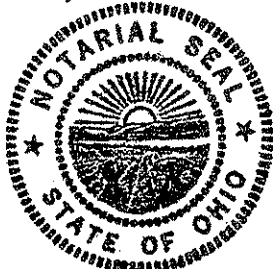


THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 22 day of September, 2009.



Gregory J. Schloem
Secretary

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2009

PRODUCER (540)389-2327 FAX: (540)389-5901  
Humphrey Stump & Haynie Insurance Agency, Inc  
100 E. Main Street  
P.O. Box 3205  
Salem VA 24153

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Simon & Associates, Inc.  
P.O. Box 10007  
Blacksburg VA 24062

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance	10677
INSURER B: Cincinnati Indemnity	23280
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0823881	1/22/2009	1/22/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPP0823881	1/22/2009	1/22/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CPP0823881	1/22/2009	1/22/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
B			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1851530-01	1/22/2009	1/22/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 RE: RECLAMATION MAINTENANCE SERVICES FOR ABANDONED MINE LANDS IN SOUTHERN WEST VIRGINIA

## CERTIFICATE HOLDER

STATE OF WEST VIRGINIA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Sam Lowman/JENN

*Sam Lowman*



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

STATE OF Virginia  
COUNTY OF Montgomery, TO-WIT:

I, R. Nelson Dail, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Simon + Associates, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Simon Associates, 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.

Simon + Associates, Inc.  
(Company Name)

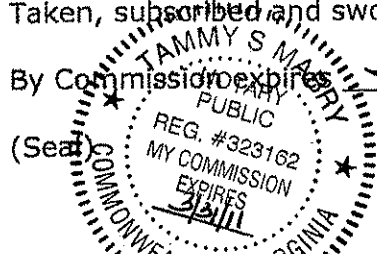
By: R. Nelson Dail

Title: President

Date: 9-21-09

Taken, subscribed and sworn to before me this 21 day of September.

By Commission expires 3/31/11



[Signature]  
(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. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

### ANTITRUST:

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

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

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Simon & Associates, Inc.

Authorized Signature: [Signature] Date: 9-21-09