



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER  
 DEP14919

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

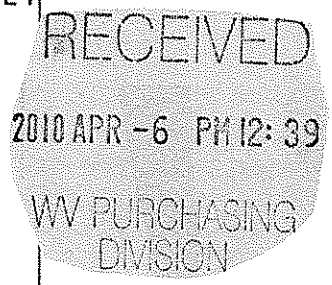
EAGLE CONTRACTORS, LLC  
 P.O. Box 339  
 NEWFIELD WV 25213

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
02/16/2010				

BID OPENING DATE: 04/06/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 6.5-AC ABANDONED MINE PROJECT KNOWN AS THE "RUMBLE (STEVENS) REFUSE &amp; PORTALS" PROJECT LOCATED NEAR RUMBLE, WEST VIRGINIA, (BOONE CO.).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 03/09/10 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND TH MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. ALSO, PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.</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 INFORMATION 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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Thomas F. [Signature]* TELEPHONE: 204-552-7761 DATE: 4-06-10

TITLE: Vice Pres. FEIN: 80-0743827 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

SHIP TO

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
02/16/2010				

BID OPENING DATE: **04/06/2010** BID OPENING TIME **01:30PM**

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<p>ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL 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 TECHNIAL 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 PREBID:            FROM RT. 64/77, EAST OF CHARLESTON, TAKE MARMET EXIT (EXIT 89), TURN RIGHT ONTO RT. 94. TRAVEL ON RT. 94 AND TURN RIGHT ONTO CO. RT. 1 (NELLIS RD). TRAVEL ON CO. RT. 1 TO RUMBLE. WE WILL MEET ON THE LEFT SIDE OF THE ROAD, NEAR LICK CREEK, NEAR RUMBLE.</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&amp;R, 601 57TH ST., SE, CHARLESTON, WV 25304, PH. 304-926-0485 UPON PAYMENT OF \$15.00 NON-REFUNDABLE FEE. PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID</p>						

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<p>SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BOONE 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> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN</p>						

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<p>THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>*****</p> <p>AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2010) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT</p>						

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

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TYPE NAME/ADDRESS HERE

EAGLE Contractors LLC  
 P.O. Box 339  
 WOLFELD WV 25113

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

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				800-643-9748 OR WWW.AVS.OSMRE.GOV ***** 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 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, 1900 KANAWHA BLVD. E, BLDG. 6, RM 749-B, CHARLESTON, WV 25305, PH. 304-558-7890. WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: ... EAGLE Contractors, LLC ... CONTRACTORS LICENSE #: ... WV 045073 ... THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT. APPLICABLE LAW THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT. ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR		

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SIGNATURE <i>Garrett F. Fultz</i>	TELEPHONE 304-552-7781	DATE 4-06-10
TITLE Vice-Pres.	FEIN 80-0343827	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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>(1) NOTICE TO PROCEED:            THE CONSTRUCTION WORK SPECIFIED HEREIN IS TO BE COMPLETED WITHIN 365 CALENDAR DAYS AFTER THE OFFICIAL NOTICE TO PROCEED IS RECEIVED. IN THE EVENT THAT A PRE-CONSTRUCTION CONFERENCE IS REQUIRED, THE NOTICE TO PROCEED SHALL BE THE SPECIFIC DATE ESTABLISHED IN THE PRE-CONSTRUCTION CONFERENCE.</p> <p>(2) GUARANTEE AND MAINTENANCE:            (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.            (B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.            (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT B</p>						

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PROPERTY

PROPERTY

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<p>CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(3) TERMINATION:            (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE.</p> <p>(4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:            (A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.            (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(5) TECHNICAL SPECIFICATIONS:            ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "RUMBLE (STEVENS) REFUSE &amp; PORTALS" PROJECT. SAID PLANS &amp; SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 15 DRAWINGS AS PREPARED BY TRIAD ENGINEERING, INC.</p> <p>(6) PAYMENTS AND COMPLETION:            THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF</p>						

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<p>VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR BE MADE WITHIN 60 DAYS AFTER RECEIPT OF APPLICATION FOR PAYMENT.</p> <p>(7) APPLICATION FOR PARTIAL PAYMENT:            THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED AT THE TIME OF THE SUBMITTAL. THE AMOUNT OF PAYMENT WILL BE DETERMINED FROM THE ACTUAL QUANTITY OF WORK COMPLETED IF BASED UPON UNIT MEASURES OR THE PERCENT COMPLETED IF BASED UPON A LUMP SUM.</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 WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</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</p>						

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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**DEP14919**

PAGE  
**9**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED <b>02/16/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/06/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				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.		
				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.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
2.				THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.		

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  
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BID OPENING DATE: 04/06/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
3.				<p>A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</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>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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02/16/2010				

BID OPENING DATE: 04/06/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA.</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p>						

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**DEP14919**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*EAGLE CONTRACTORS, LLC*  
*P.O. Box 339*  
*Winfield WV 25212*

SHIP TO

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	F.O.B.	FREIGHT TERMS
02/16/2010				

BID OPENING DATE: **04/06/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>REQUISITION NO.: .DEP14919...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <input checked="" type="checkbox"/> ..... <i>DATED 03/24/2010</i></p> <p>NO. 2 .....            NO. 3 .....            NO. 4 .....            NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles F. [Signature]</i>	TELEPHONE <i>304-552-7781</i>	DATE <i>4-06-10</i>
TITLE <i>Vice-Pres.</i>	FEIN <i>80-0343827</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**13**

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02/16/2010				

BID OPENING DATE: **04/06/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Chuck Bowman</i> ..... SIGNATURE  <i>Eagle Contracting, LLC</i> ..... COMPANY  <i>4-06-10</i> ..... DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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# Request for Quotation

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14

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CHUCK BOWMAN 304-558-2157

VENDOR

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/16/2010				

BID OPENING DATE: **04/06/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				CB-23		
RFQ. NO.:				DEP14919		
BID OPENING DATE:				04/06/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
<i>304-255-3150</i>						
VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING:						
<i>1721 WINFIELD ROAD</i>						
<i>WINFIELD WV 25212</i>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
<i>BARRIE F. FOSTER</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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OMB #1029-0119  
Expiration Date: 1/31/13

## AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

### Part A: General Information

Business Name: EAGLE CONTRACTORS LLC Tax Payer ID No.: 80-0343827  
Address: 1721 WINFIELD ROAD  
City: WINFIELD State: WV Zip Code: 25213 Phone: 304-552-7761  
Fax No.: 304-755-3150 E-mail address: \_\_\_\_\_

### Part B: Legal Structure

Corporation     Sole Proprietorship     Partnership     LLC  
 Other (please specify) \_\_\_\_\_

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).**  
Select only one of the following options, follow the instructions for that option, and sign below.

I, BARRIE F. FOSTER, have the express authority to certify that:  
(print name)

1. \_\_\_\_\_ Information on the **attached** Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. \_\_\_\_\_ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3.  Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

4-06-10  
Date

Barrie F. Foster  
Signature

VICE-PRES.  
Title

**IMPORTANT!** In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at <https://avss.osmre.gov>.



Part D.

Contractor's Business Name: EAGLE CONTRACTORS, LLC.

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>M. STEPHEN FORSTER</u>	Position/Title	<u>PRESIDENT</u>
Address	<u>1721 WINFIELD ROAD</u> <u>WINFIELD WV 25213</u>	Telephone #	<u>304-755-1600</u>
Begin Date:	<u>2-06-09</u>	% of Ownership	<u>50%</u>
		Ending Date:	_____
Name	<u>BARBARA F. FORSTER</u>	Position/Title	<u>VICE-PRESIDENT</u>
Address	<u>29 CHANDLER CIRCLE</u> <u>SEVEN DEPUTY WV 25860</u>	Telephone #	<u>304-352-7781</u>
Begin Date:	<u>2-06-09</u>	% of Ownership	<u>50%</u>
		Ending Date:	_____
Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
Begin Date:	_____	% of Ownership	_____
		Ending Date:	_____
Name	_____	Position/Title	_____
Address	_____	Telephone #	_____
Begin Date:	_____	% of Ownership	_____
		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 SHB, Constitution Ave., NW, Washington, D.C. 20240.



Instructions for Completing AML Contractor Form OMB #1029-0119<sup>1</sup>

**Part A: General Information.** Part A should be completed by the AML Contractor.

**Part B: Legal Structure.** Part B should be completed by the AML Contractor.

**Part C: Certifying and updating information in the Applicant/Violator System (AVS).** Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.<sup>2</sup>

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

**Part D:**

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

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<sup>1</sup> If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

<sup>2</sup> You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.



**Rumble (Stevens) Refuse  
& Portals  
Requisition # DEP14919  
Contractor's Bid Sheet**

Vendors Name: EAGLE CONTRACTORS, LLC.

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

Item No.	Quantity	Description	Unit Price	Amount
1.00	1	Mobilization & Traffic Control, per lump sum-Not to exceed 10% of total bid amount	10,000.-	\$ 10,000.-
2.00	1	Construction Survey Control, per lump sum-Not to exceed 5% of total bid amount	12,000.-	\$ 12,000.-
3.00	1	Quality Control, per lump sum-Not to exceed 3% of total bid amount	7500.-	\$ 7500.-
4.00	1	Clearing & Grubbing, per lump sum-Not to exceed 10% of total bid amount	25,000.-	\$ 25,000.-
6.00	6.5	Revegetation-per acre	100.-	\$ 650.-
7.1.1	510	Type A Ditch-per linear foot	40.-	\$ 20400.-
7.1.2	190	Type A Ditch (Grouted)-per linear foot	60.-	\$ 11400.-
7.1.3	860	Type B Ditch-per linear foot	20.-	\$ 17,200.-
7.1.4	180	Underdrain-per linear foot	30.-	\$ 5400.-
7.1.5	420	Core Drain-per linear foot	10.-	\$ 4200.-
7.1.6	3	Wet Seals (Standard and Modified)-per each	5000.-	\$ 15,000.-
7.1.7	190	18" Diameter HDPE Pipe-per linear foot	30.-	\$ 5700.-
7.1.8	50	24" Dia. HDPE Pipe (Typical Pipe Trenching)-per linear foot	50.-	\$ 2500.-
7.1.9	40	24" Dia. HDPE Pipe (Type "F" Trenching)-per linear foot	50.-	\$ 2000.-
7.1.10	2	Rip Rap Apron-per each	500.-	\$ 1000.-
7.1.11	1	Low Water Crossing-per each	1000.-	\$ 1000.-
7.1.12	3	Modified WVDOT Type "G" Inlet-per each	1000.-	\$ 3000.-
7.1.13	1	Wingwall-per each	1000.-	\$ 1000.-
7.1.14	10	Soda Ash-per 50 lb bag	100.-	\$ 1000.-
8.1.1	1375	Silt Fence-per linear foot	5.-	\$ 6875.-
8.1.2	40	Rock Check Dam-per each	1.-	\$ 40.-
8.1.3	290	Diversion Dike-per linear foot	1.-	\$ 290.-
8.1.4	3	Drop Inlet Protection-per each	100.-	\$ 300.-
9.00	7500	Unclassified Excavation-per cubic yard	16.-	\$ 120,000.-
10.00	2	Cover Soil-per acre	1000.-	\$ 2000.-
11.00	1	Access Road Gate-per each	1000.-	\$ 1000.-
		<b>TOTAL</b>		<b>\$ 276,455.-</b>







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**CHUCK BOWMAN  
 304-558-2157**

VENDOR

\*709060901      304-552-7781  
**EAGLE CONTRACTORS LLC**  
**PO BOX 339**  
  
**WINFIELD WV 25213**

SHIP TO

**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	F.O.B.	FREIGHT TERMS
03/24/2010				

BID OPENING DATE: **04/06/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS AND THE Q/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 03/09/10.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 04/06/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP14919 ***** TOTAL:						<u>\$ 276,455.<sup>00</sup></u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carroll J. Fols</i>	TELEPHONE 304-552-7781	DATE 4-06-10
TITLE VICE-PRES.	FEIN 80-0348827	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**RFQ DEP14919**  
**Rumble (Stevens) Refuse & Portals**  
**Addendum 1**

Item 1: The Contractor will have 90 days from the date of the Notice-to-Proceed to complete construction activities on the project. The \$250 per day liquidation damage clause will be in effect after the 90 days. However, the total performance period will be 365 days from the date of the Notice-to-Proceed for invoicing purposes.

Item 2: Article III – General Conditions Section 10.1 (a) – change the \$1,000,000 for bodily injury and property damage to \$2,000,000. Change the \$1,000,000 aggregate to \$2,000,000.

Item 3: Special Provisions, Section V Schedule of Work

1) Add this sentence: “All AML contracts will specify the work hours to be between 7:00 am and 7:00 pm. In addition this schedule will exclude work on Sundays and major holidays.”

Item 4: Q) Will there be any permits to be obtained by the Contractor?

A) No all permits have been obtained.

Item 5: Q) Specification for rock riprap ditches specifies hard durable sandstone or limestone.

Can either one be used?

A) Limestone will be required for all the ditches.

Item 6: Q) Will there be a cut required in the highwall for the installations of Pipe System A or Pipe System B?

A) No, only backfill as shown on the plans.

Item 7: Q) Where is soil cover borrow area located?

A) Soil cover borrow area is located on the plans and as shown on site.

Item 8: Q) Where are ditches located?

A) Ditches will be located as shown on the plans.

Item 9: Property owner has requested that the two trees at the end of Ditch 2 be cut down and disposed of.

Item 10: Q) Will there be any gas line relocation?

A) No gas line relocation is anticipated.

Item 11: Q) How will seeding be paid for?

A) Seeding will be paid for under the revegetation item in the specification.

Item 12: Q) Does the soil borrow area designated on site have to be utilized?

A) No, but the borrow (disposal) area, Section VII in the Special Provisions and Section 10.2 in the Technical Specifications must be followed.

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...the second of these is the fact that the ...

...the third of these is the fact that the ...

...the fourth of these is the fact that the ...

...the fifth of these is the fact that the ...

## MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14919 Bid Date: 4-6-2010  
 Project: Bumble (Stewarts) Refuse & Portals Pre-Bid Date: 3-9-2010

Name : Simon Associates, Inc  
 Company: Ben Newbill  
 Address: 3200 Commerce St  
Blacksburg VA 24060

Phone #: 540-951-4234  
 Fax #: 540-951-4219  
 Email : Newbillb@simonassoc.com

Name : Barrie F. Porter  
 Company: EAGLE CONTRACTORS LLC  
 Address: 1721 Winfield Road  
Winfield WV. 25213

Phone #: 304-552-7781  
 Fax #: 304-755-3150  
 Email : \_\_\_\_\_

Name : LESUE BOLEN  
 Company: ASPEN CORPORATION  
 Address: 2400 Ritter Dr.  
Daniels WV 25832

Phone #: 304-763-4573  
 Fax #: 304-763-4591  
 Email : lbole@aspengolf.com

Name : BRAD WISEMAN  
 Company: WISEMAN EXCAVATING  
 Address: RT1 Box 190 Liberty  
25124 WV

Phone #: 304 586 3736  
 Fax #: 304 586-3789  
 Email : \_\_\_\_\_

Name : ~~Ben~~ Mick Jones  
 Company: Boment Const  
 Address: PO Box 10  
Proctors WV

Phone #: 304 548 - 7004  
 Fax #: 304 548 - 7137  
 Email : bomentconst@yahoo.com

Name : MIKE FURLONG  
 Company: ATC ASSOC.  
 Address: 3 TERRI HANE  
Burlington, NJ 08016

Phone #: 330-620-1252  
 Fax #: 609-386-7851  
 Email : MICHAEL.FURLONG@ATC  
ASSOCIATES.COM

Name : Robert Barnes  
 Company: Barnes Exc. Inc.  
 Address: P.O. Box 13384  
Sissonville WV.  
25360

Phone #: 304-984-1725  
 Fax #: 304-984-0074  
 Email : Barnes Exc. @ AOL.com

Name : GARY Long  
 Company: MCCourt & Son Const.  
 Address: 2790 Centralia Rd  
Sutton WV 26601

Phone #: 304 765-5288  
 Fax #: 304 765-5233  
 Email : \_\_\_\_\_



MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14919  
Project: Bumble (Stevens) Refuse & Portals

Bid Date: 4-6-2010  
Pre-Bid Date: 3-9-2010

Name : DAVID H. BOWMAN  
Company: GREEN MOUNTAIN CO  
Address: 511 50th Street  
Chas W  
25304

Phone #: 304 925 0255  
Fax #: 929 9230  
Email : Jody.Mayer@OL.com

Name : Brian Hoard  
Company: Breakaway Const  
Address: 1075 old Turnpike Rd  
Sutton 26001

Phone#: 304-765-5317  
Fax #: 304-765-5317  
Email : \_\_\_\_\_

Name : Dennis C. Elson  
Company: LOWRICK WP INC  
Address: PO Box 243  
SIMPSON WV  
26435

Phone #: 304-739-4397  
Fax #: 304-739-4401  
Email : DEE-LOWRICK@PC.BARTONK.NET

Name : Eugene Ferrall  
Company: FERRALL ENTERPRISE INC  
Address: 1460 BALDWIN CT  
LITTLE RIVER, SC 29566

Phone#: 843-249-9044  
Fax #: 843 249 2815  
Email : \_\_\_\_\_

Name : Ann Harwood  
Company: EASTERN ARROW CO  
Address: PO Box 4108  
CHARLESTON WV  
2536

Phone #: 304 414-0255  
Fax #: 56  
Email : \_\_\_\_\_

Name : MARK A. CLUTTER  
Company: TRIAD ELEC INC  
Address: 4890 TEAYS VALLEY RD  
SCOTT DEPOT, WV

Phone#: 304-755-0721  
Fax #: 304-755-1880  
Email : mclutter@triademy.com

Name : GEORGE FRESHOUR  
Company: FAVE EXCAVATION INC  
Address: P.O. BOX 218  
KENNA WV  
25248

Phone #: (304) 372-4378  
Fax #: (304) 372-4378  
Email : \_\_\_\_\_

Name : Dale Thaxton  
Company: Thaxton Const Co Inc  
Address: PO Box 13779  
Charleston WV 25300

Phone#: 864 984 2299  
Fax #: 304 984 2334  
Email : \_\_\_\_\_

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MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 14919 Bid Date: 4/6/10  
Project: PUMBLE (STAIRS) RFP PEAR Pre-Bid Date: 3/9/10

Name : Randy Carpenter  
Company: Carpenter Reclamation  
Address: P.O. Box 13015  
Sissonville, WV  
25360  
Phone #: 304-984-1115  
Fax #: 984-2770  
Email : Rcarpen107@aol.com

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

Name : F. Connie Doss  
Company: F.C. and Sons Excavating  
Address: P.O. Box 73 Caldwell, WV  
24925  
Phone #: 304-645-5393  
Fax #: 304 645-5396  
Email : fcandsons@mail.com

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

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
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Bond# 14525

Purchasing Agency DEPT14919  
REQ.P.O# DEPT14919

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eagle Contractors, LLC  
of 1721 Winfield Road, Winfield WV 25213, as Principal, and Southwest Marine and General Insurance Company 18100 Jefferson Park #104 Middleburg Hts, OH 44130, a corporation organized and existing under the laws of the State of New York with its principal office in the City of Atlanta GA, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Fifteen Thousand One Hundred Twenty Five and no/100 (\$ 15,125.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEPT14919  
Rumble (Stevens) Refuse & Portals Project

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 6th day of April, 20 10.

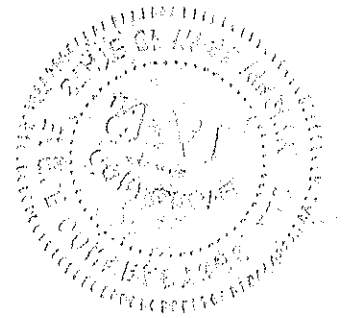
Principal Corporate Seal

Eagle Contractors LLC  
(Name of Principal)  
By Bennie J. Fortis  
(Must be President or Vice President)  
Vice President  
(Title)

Surety Corporate Seal

Southwest Marine and General Insurance Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact  
Andrew C. Heaner

**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.**



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# SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY

919 Third Avenue  
10<sup>th</sup> Floor  
New York, New York 10022

## GENERAL POWER OF ATTORNEY

Know all men by these presents, that the SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint Donald J. Kersey, Birmingham, Alabama, Diane M. Bailey, Phoenix, Arizona, Stefan E. Tauger, Parker, Colorado, Andrew C. Heaner, Atlanta, Georgia, Richard L. Shanahan, Atlanta, Georgia, Lloyd Randall Deal, Kennesaw, Georgia, Arthur S. Johnson, Atlanta, Georgia, Donald H. Gibbs, Atlanta, Georgia, Jessica I. Boone, Locust Grove, Georgia, Martha G. Ross, Charlotte, North Carolina, Jeffery L. Booth, Parma, Ohio, James E. Feldner, West Lake, Ohio, David R. Brett, Columbia, South Carolina, Cheryl L. Torrao, Canton, Georgia, Garry W. Black, Murfreesboro, Tennessee, and Diane L. McLain, Fitchburg, Wisconsin EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY on the 19th day of December, 2006:

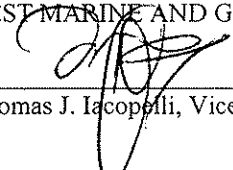
RESOLVED, that the Chairman and Chief Executive Officer or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and, that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its Vice President and attested by its Secretary this 20th day of June, 2008.

Attest:

SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY

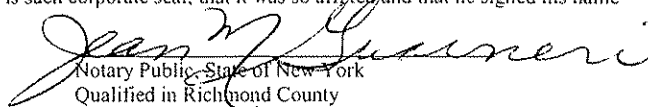
By:   
Thomas J. Iacopelli, Vice President

By:   
Paul J. Hart, Secretary

STATE OF NEW YORK  
SS:  
COUNTY OF NEW YORK

On this 20th day of June, 2008, before me personally came Thomas J. Iacopelli to me known, who being by me duly sworn, did depose and say that he resides in the Westchester County, State of New York, at 75 Taxter Road, Irvington, New York 10533, that he is the Vice President of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed, and that he signed his name thereto pursuant to due authorization.

STATE OF NEW YORK  
SS: Notary Public, State of New York  
COUNTY OF NEW YORK No. 01GU606639  
Qualified in Richmond County  
Commission Expires November 19, 2009

  
Notary Public, State of New York  
Qualified in Richmond County  
Commission Expires 2009

I, the undersigned, the Secretary of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, an Arizona Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of New York. Dated the 6th day April, 2010

Number 14525

  
Paul J. Hart, Secretary



Southwest Marine And General Insurance Company  
 NAIC Company Code (12284)  
 NAIC Group Code (0256)

Statutory Financial Statement


As of December 31, 2008


Assets		Liabilities	
Bonds	\$ 23,963,802	Reserve for losses and loss Expenses	\$ 8,672,928
Stocks	-	Reserve for Unearned Premiums	6,003,973
Cash and Short Term Investments	2,656,301	Reserve for Expenses, Taxes, Licenses and Fees	94,827
Agents Balances or Uncollected with Reinsured Companies	5,167,636	Other Liabilities	420,296
Funds Held by or Deposited with Reinsured Companies	8,923,122	Total Liabilities	<u>\$ 15,192,024</u>
Other assets	894,200	<b>Policyholders' Surplus</b>	
		Capital Stock	27,000,000
		Surplus	(686,963)
Total Assets	<u>\$ 41,605,061</u>	Total Policyholders' Surplus	<u>\$ 26,413,037</u>
		Total Liabilities and Policyholders' Surplus	<u>\$ 41,605,061</u>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC)

Certificate

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Treasurer

State of New York  
 County of New York

On the 21st day of April, 2009, before me came the above named officers of the Southwest Marine And General Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.

JEAN M. GUARNERI  
 Notary Public, State of New York  
 No. 01GU6068639  
 Qualified in Richmond County  
 Commission Expires November 19, 20 09

  
 \_\_\_\_\_  
 Notary Public

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# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV045073

**Classification:**

GENERAL ENGINEERING

EAGLE CONTRACTORS LLC  
DBA EAGLE CONTRACTORS LLC  
PO BOX 339  
WINFIELD, WV 25213

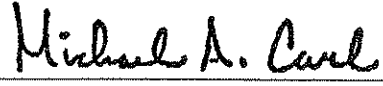
**Date Issued**

FEBRUARY 06, 2010

**Expiration Date**

FEBRUARY 06, 2011

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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





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

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

I, Barrie F. Foster, after being first duly sworn, depose and state as follows:

- 1. I am an employee of EAGLE CONTRACTORS, LLC; and,  
(Company Name)
- 2. I do hereby attest that EAGLE CONTRACTORS, LLC.  
(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.

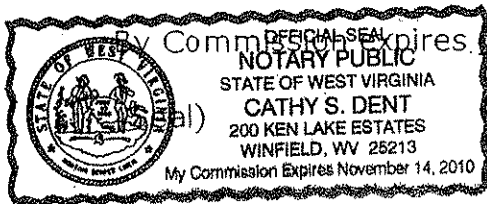
EAGLE CONTRACTORS, LLC  
(Company Name)

By: Barrie F. Foster

Title: Vice - Pres.

Date: 4-06-10

Taken, subscribed and sworn to before me this 6th day of April, 2010



Nov 14, 2010

Cathy S Dent  
(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 14919

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: EAGLE CONTRACTORS, LLC.

Authorized Signature: *Barrie J. Forts* Date: 4-06-10

State of WEST VIRGINIA

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 6th day of April, 2010.

My Commission expires Nov 14, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC

*Cathy S Dent*



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