



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
DEP15052

PAGE
1

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

VENDOR

*405112416 304-586-3736
WISEMAN EXCAVATING INC
RT 1 BOX 190

LIBERTY WV 25124

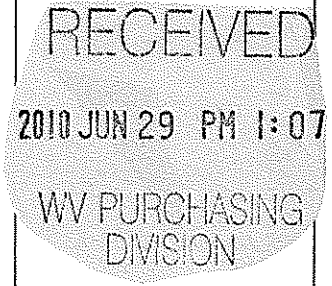
SHIP TO

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

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|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 05/09/2010 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | JB | | 962-73 | | \$ 331,192.00 |
| <p>RECLAMATION: RESTORATION OF LAND & 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 4-ACRE ABANDONED MINE PROJECT KNOWN AS THE "ISLAND CREEK #18 MINE COMPLEX" PROJECT LOCATED NEAR LOGAN ADJACENT TO THE COMMUNITY OF VERDUNVILLE, WV, (LOGAN COUNTY).</p> <p>A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 05/25/10 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. 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</p> | | | | | | |



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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Brad Wiseman</i> | TELEPHONE (304) 586 3736 | DATE 6-28-2010 | |
| TITLE <i>President</i> | FEIN 550678046 | 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 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).



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 OFFICE OF AML&R
 601 57TH STREET SE
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| <p>FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN 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 TECHNICAL PORTION OF THE PRE-BID, WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID, WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PREBID: FROM US RT. 119 SOUTH, EXIT ONTO WV-73 TOWARD WV-10/ LOGAN FOR 1.8 MILES. TURN RIGH AT SAIL ROAD FOR TWO TENTHS OF A MILE. TURN RIGHT ONTO MUD FORK ROAD (CO. RT. 5) FOR APPROXIMATELY 1.5 MILES. TURN RIGHT ONTO DOWNEY (CO. RT. 5/47).</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304, PH. 304-926-0485 UPON PAYMENT OF \$20.00 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 DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS O</p> | | | | | | |

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| <p>ARTICLE 1D, CHAPTER 21 OF THE WC CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID 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 LOGAN 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</p> | | | | | | |

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| <p>BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV *****</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B 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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:.....<i>Wiseman Excavating, Inc.</i> CONTRACTORS LICENSE #:.....<i>WV043641</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES & REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> | | | | | | |

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| <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>(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</p> | | | | | | |

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| <p>AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE 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 "ISLAND CREEK #18 MINE COMPLEX" PROJECT. PLANS & 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 22 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING.</p> <p>(6) PAYMENTS AND COMPLETION:</p> | | | | | | |

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| <p>THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF 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, ROAD</p> | | | | | | |

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RFQ NUMBER
DEP15052

PAGE
11

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

VENDOR

*405112416 304-586-3736
WISEMAN EXCAVATING INC
RT 1 BOX 190

LIBERTY WV 25124

SHIP TO

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

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 05/09/2010 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|------------------------------------|-----------------------------------|
| SIGNATURE <i>Brad Wiseman</i> | TELEPHONE <i>(304) 586-3736</i> | DATE <i>6-28-2010</i> |
| TITLE <i>President</i> | FEIN <i>550678046</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

**Request for
 Quotation**

RFO NUMBER
DEP15052

PAGE
12

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

*405112416 304-586-3736
WISEMAN EXCAVATING INC
RT 1 BOX 190

LIBERTY WV 25124

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

| | | | | |
|-----------------------------------|---------------|----------|-----|---------------|
| DATE PRINTED 05/09/2010 | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|-----------------------------------|---------------|----------|-----|---------------|

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .DEP15052...</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 .. ✓ ? drawings</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Brad Wiseman** TELEPHONE **(304) 586-3736** DATE **6-28-2010**
 TITLE **President** FEIN **550678046** ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| DEP15052 |

| |
|------|
| PAGE |
| 13 |

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

VENDOR

*405112416 304-586-3736
 WISEMAN EXCAVATING INC
 RT 1 BOX 190
 LIBERTY WV 25124

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 |
| 05/09/2010 | | | | |

BID OPENING DATE: 06/22/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>...<i>Brad Wiseman</i>... SIGNATURE ...<i>Wiseman Excavating, Inc.</i>... COMPANY ...<i>June 28, 2010</i>... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | | | | |
|-----------|---------------------|-----------|----------------|-----------------------------------|-----------|
| SIGNATURE | <i>Brad Wiseman</i> | TELEPHONE | (304) 586-3736 | DATE | 6-28-2010 |
| TITLE | <i>President</i> | FEIN | 550678046 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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



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

Request for Quotation

RFQ NUMBER
DEP15052

PAGE
14

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

WISCO

*405112416 304-586-3736
WISEMAN EXCAVATING INC
RT 1 BOX 190

LIBERTY WV 25124

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 |
|-------------------|---------------|----------|--------|---------------|
| 05/09/2010 | | | | |

BID OPENING DATE: **06/22/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP15052</p> <p>BID OPENING DATE: 06/22/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 586-3789</p> <hr/> <p>VENDOR SHOULD SUBMIT WITH THEIR BID THE CURRENT REMIT-TO ADDRESS TO BE USED FOR PAYMENT PROCESSING: Wiseman Excavating, Inc. Route 1, Box 190 Liberty, WV 25124</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Brad Wiseman (304) 552-2016 (cell) (304) 586-3736 (bus.)</p> | | | | | | |

| | | | |
|---|------------------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Brad Wiseman</i> | TELEPHONE (304) 586-3736 | DATE 6-28-2010 | |
| TITLE <i>President</i> | FEIN 550678046 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

ISLAND CREEK # 18 MINE COMPLEX

Contractor's Bid Sheet

Vendors Name: Wiseman Excavating, Inc.

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 |
|--------------|----------|---|--------------|---------------|
| 1.1 | LS | Mobilization & Demobilization (Lump Sum) (Cannot exceed 10% of the Total Amount Bid) | LS | \$ 7,500.00 |
| 2.1 | LS | Construction Layout (Lump Sum) (Cannot exceed 5% of the Total Amount Bid) | LS | \$ 6,000.00 |
| 3.1 | LS | Quality Control (Lump Sum) (Cannot exceed 3% of the Total Amount Bid) | LS | \$ 5,000.00 |
| 4.1 | LS | Clearing and Grubbing (Lump Sum) (Cannot exceed 5% of the Total Amount Bid) | LS | \$ 7,500.00 |
| 5.1 | 5200 CY | Unclassified Excavation (Per Cubic Yard) | \$ 5.00 | \$ 26,000.00 |
| 6.1 | 220 LF | Type I Ditch (Per Linear Foot) | \$ 50.00 | \$ 11,000.00 |
| 6.2 | 245 LF | Type II Ditch (Per Linear Foot) | \$ 82.00 | \$ 20,090.00 |
| 6.3 | 335 LF | Type III Ditch (Per Linear Foot) | \$ 80.00 | \$ 26,800.00 |
| 6.4 | 230 LF | Type I Underdrain (Per Linear Foot) | \$ 75.00 | \$ 17,250.00 |
| 6.5 | 20 LF | Type I Conveyance Pipe (Per Linear Foot) | \$ 40.00 | \$ 800.00 |
| 6.6 | 129 LF | Type II Underdrain (Per Linear Foot) | \$ 128.00 | \$ 16,512.00 |
| 6.7 | 141 LF | Type III Underdrain (Per Linear Foot) | \$ 140.00 | \$ 19,740.00 |
| 6.8 | 670 LF | Mine Seal Conveyance Pipe (Per Linear Foot) | \$ 40.00 | \$ 26,800.00 |
| 6.9 | 5 EA | Wet Mine Seals (Per Each) | \$ 9,000.00 | \$ 45,000.00 |
| 6.10 | 1 EA | Bat Gate Mine Seal (Per Each) | \$ 10,000.00 | \$ 10,000.00 |
| 6.11 | 10 BAG | Acid Mine Drainage Treatment (Per 50 lb. Bag) | \$ 50.00 | \$ 500.00 |
| 6.12 | 170 LF | Riprap Toe Protection (Per Linear Foot) | \$ 45.00 | \$ 7,650.00 |
| 6.13 | 2000 SY | Erosion Control Matting (Per Square Yard) | \$ 3.00 | \$ 6,000.00 |
| 6.14 | 90 LF | Pipe Culvert (Per Linear Foot) | \$ 35.00 | \$ 3,150.00 |
| 6.15 | 2 EA | Drop Inlet (Per Each) | \$ 1,000.00 | \$ 2,000.00 |
| 6.16 | 2 EA | Splash Pads (Per Each) | \$ 1,000.00 | \$ 2,000.00 |
| 8.1 | 2 ACRES | Soil Cover (Per Acre) | \$ 12,500.00 | \$ 25,000.00 |
| 9.1 | 900 LF | Silt Fence (Per Linear Foot) | \$ 5.00 | \$ 4,500.00 |
| 9.2 | 1,600 LF | Super Silt Fence (Per Linear Foot) | \$ 14.00 | \$ 22,400.00 |
| 9.3 | 100 LF | Straw Bales (Per Linear Foot) | \$ 5.00 | \$ 500.00 |
| 9.4 | 1 EA | Stone Check Dam (Per Each) | \$ 1,000.00 | \$ 1,000.00 |
| 9.5 | 1 LS | Stabilized Construction Entrance (Per Lump Sum) | \$ 2,500.00 | \$ 2,500.00 |
| 10.1 | 4 ACRES | Revegetation (Per Acre) | \$ 1,000.00 | \$ 4,000.00 |
| 11.1 | LS | Gabion Wall (Per Lump Sum) | \$ 4,000.00 | \$ 4,000.00 |
| TOTAL | | | | \$ |
| TOTAL | | | | \$ 331,192.00 |

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: Wiseman Excavating, Inc. Tax Payer ID No.: 550678046
Address: Rt. 1, Box 190
City: Liberty State: WV Zip Code: 25124 Phone: (304) 586-3736
Fax No.: (304) 586-3789 E-mail address: wisemanfarm@aol.com

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, Brad Wiseman, 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.

6-28-2010
Date

Brad Wiseman
Signature

President
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>.

* see attached

Part D.

Contractor's Business Name: Wiseman Excavating, 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 | _____ | Position/Title | _____ |
| Address | _____ | Telephone # | _____ |
| | _____ | % of Ownership | _____ |
| Begin Date: | _____ | Ending Date: | _____ |

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

| | | | |
|-------------|-------|----------------|-------|
| Name | _____ | Position/Title | _____ |
| Address | _____ | Telephone # | _____ |
| | _____ | % 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.



All OBT's where the selected entity is listed as an entity or related entity
 Entity Selected (249011) Wiseman Excavating Inc

| Parent Entity | Description | Related Entity | % Ownership | Begin Date | End Date |
|---------------------------------|----------------|-----------------------------|-------------|------------|----------|
| (249011) Wiseman Excavating Inc | President | (249012) Bradley I Wiseman | | 1/1/2009 | |
| (249011) Wiseman Excavating Inc | Treasurer | (249012) Bradley I Wiseman | | 1/1/2009 | |
| (249011) Wiseman Excavating Inc | Vice President | (249013) Joseph I Wiseman | 20% | 1/1/2009 | |
| (249011) Wiseman Excavating Inc | Shareholder | (249013) Joseph I Wiseman | 20% | 1/1/2009 | |
| (249011) Wiseman Excavating Inc | Shareholder | (249014) Stanislaus Wiseman | | 1/1/2009 | |
| (249011) Wiseman Excavating Inc | Secretary | (249014) Stanislaus Wiseman | | 1/1/2009 | |
| (249011) Wiseman Excavating Inc | Shareholder | (249012) Bradley I Wiseman | 60% | 1/1/2009 | |



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

VENDOR

*405112416 304-586-3736
 WISEMAN EXCAVATING INC
 RT 1 BOX 190

 LIBERTY WV 25124

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 |
|--------------|---------------|----------|--------|---------------|
| 06/15/2010 | | | | |

BID OPENING DATE: 06/29/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| ADDENDUM ISSUED FOR THE ISLAND CREEK #18 MINE COMPLEX PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE Q/A, REVISED DRAWINGS & SPECS, AND BID SCHEDULE AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 05/25/2010. | | | | | | |
| BID OPENING DATE AND TIME ARE EXTENDED TO 06/29/2010 AT 1:30 PM. | | | | | | |
| ***** NO OTHER CHANGES ***** | | | | | | |
| 0001 | 1 | JB | | 962-73 | | |
| RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES | | | | | | |
| ***** THIS IS THE END OF RFQ DEP15052 ***** TOTAL: | | | | | | |

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'

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15052
 Project: Island Creek #18 Mine Complex

Bid Date: 6-22-2010
 Pre-Bid Date: 5-25-2010

Name : Mick Jones
 Company: Bonmont Const.
 Address: PO Box 10
Perkins WV 25164
 Phone #: 304 548 7004
 Fax #: 304 548 7133
 Email : bonmontconst@yahoo.com

Name : Bryan Hoard
~~Breakaway Const~~
 Company: Breakaway Const
 Address: 1075 old turnpike Rd
Sutton WV 26601
 Phone#: 304-765-5317
 Fax #: 304-765-5317
 Email : _____

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

Name : Mike Carpenter
 Company: Carpenter Reclamation, Inc
 Address: P.O. Box 13015
Sissonville, WV 25360
 Phone#: (304) 984-1115
 Fax #: (304) 984-2770
 Email : Rcarpen127@aol.com

Name : ANN WARD WELLS
 Company: EASTERN ARROW
 Address: PO BOX 4108
CHARLESTON WV
25361
 Phone #: 304-414-0255
 Fax #: 0256
 Email : _____

Name : Robert Barnes
 Company: Barnes EXL INC.
 Address: P.O. Box 13384
Sissonville
WV. 25360
 Phone#: 304-984-1728
 Fax #: 304-984-0074
 Email : _____

Name : LES BOLEN
 Company: ASPEN CORP
 Address: 2400 RITTER DR
Daniels WV 25832
 Phone #: 304 763 4573
 Fax #: 304 763 4591
 Email : lboLEN@aspEN-gOLF.com

Name : NANCY ROBERTS
 Company: OSM
 Address: 1027 Virginia St E
Chas WV 25301
 Phone#: 304 347-7162 ext 3043
 Fax #: _____
 Email : nroberts@osmre.gov

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : 15052

Bid Date: 6-22-2010

Project: Island Creek #18 Mine Complex

Pre-Bid Date: 5-25-2010

Name : DAVID H. BOWMAN
 Company: GREEN MOUNTAIN CO
 Address: 511 50th STREET
Chas WV
25304
 Phone #: 304 925 0253
 Fax #: 925 9230
 Email : Jody.May@AOL.COM

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

Name : CHRIS HARMAN
 Company: Selco Construction
 Address: Pineville WVA.
 Phone #: 304-732-7679
 Fax #: 732-7660
 Email : WWW.SelcoConstruction.COM

Name : BRAD WISEMAN
 Company: WISEMAN EXCAVATING
 Address: RT1 BOX 190 LIBERTY WV
25124
 Phone#: 304-586 3736
 Fax #: 304-586-3789
 Email : _____

Name : DAVID OWENS
 Company: SELCO CONSTRUCTION
 Address: PINEVILLE, WVA
 Phone #: 304-732-7679
 Fax #: 304-732-7660
 Email : _____

Name : Dale Thexton
 Company: Thexton Cont Inc
 Address: PO Box 13279
Charleston WV 25360
 Phone#: 304 984 2299
 Fax #: 304 984 2334
 Email : _____

Name : Pineville Paving
 Company: Wink Hood
 Address: PO BOX 1290
Pineville WVA
24874
 Phone #: 304 732 8303
 Fax #: 304 732 7855
 Email : _____

Name : John Kelly Tim Cat
 Company: E.L. Robinson
 Address: 5088 Washington St West
CROSS LINGS INV 25313
 Phone#: 304-796-7473
 Fax #: 304-776-6426
 Email : tim@elrobinson.com

RFQ 15052
Island Creek #18 Mine Complex
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: Contractor's Bid Sheet has been revised. Item 9.2 has changed to read, "1600 LF – Super Silt Fence (per linear foot)", revised schedule included.

The following items have been added to the revised Bid Schedule which is included with this Addendum 1.

| <u>Item</u> | <u>Quantity</u> | <u>Description</u> |
|-------------|-----------------|---|
| 9.3 | 100 LF | Straw Bales (per linear foot) |
| 9.4 | 1 EA | Stone Check Dam (per each) |
| 9.5 | 1 LS | Stabilized Construction Entrance (per lump sum) |
| 11.1 | LS | Gabion Wall (per lump Sum) |

Item 3: Q) What is the purpose of using durable limestone for ditches?

A) To improve the quality of the water.

Item 4: Q) (Sheet 3) Will the concrete block building between mine seals #1-4 and #1-5 be demolished?

A) No, the block building will not be demolished.

Item 5: Q) How will the Type III Underdrain "C" be paid for? (Sheet 6)

A) As stated in Section 6.4.7 and 6.5.7 the Type III underdrain will be paid on a "per linear foot" basis which shall include all associated cost including concrete as listed in Section 6.4.7.

Item 6: C) The regraded refuse pile will be covered with a 12-inch thick layer of topsoil. (Sect 8.1)

Item 7: C) The access road will not be cut into the side of the hill below the house but as shown on the plans (Sheet 3). Trees may need to be removed.

Item 8: Q) What is the depth of the Type II underdrain "B" structure ?

A) The depth will be as shown on Sheet 16 – Type II underdrain "B" profile.

Item 9: Q) Can excess material from the underdrains be placed in the refuse area on Site 1?

A) Yes

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 WV PROJECTS
 DIVISION

- Item 10: Q) Will trees need to be replaced at the end of concrete driveway adjacent to underdrain "C"?
- A) Yes, if they are removed.
- Item 11: C) The pre-construction conference will be scheduled within twenty one (21) calendar days of the purchase order date. Not the 365 calendar days as listed in Article II, Section 8.0.
- Item 12: Q) How many mine seals are to be closed?
- A) Five (5) mine portals are to be wet sealed, one (1) mine portal is to be provided with a bat gate mine seal.
- Item 13: Q) Where will soil be obtained for this site?
- A) Sheet 3 shows the potential soil borrow area. There is an existing waterline located in this area which will need to be located.
- Item 14: C) Sheet 6 – No concrete work on the driveway is anticipated in order to install the Type II underdrain "B" which runs adjacent to the concrete driveway.
- Item 15: C) The complete technical specification "9.0 Sediment Control" will be omitted from the original specifications and replaced with a new section "9.0 Sediment control" which will include "Vegetative Practices". These specs are included with the addendum.
- Item 16: C) The complete technical specification "10.0 Revegetation" will be omitted from the original specifications and replaced with a new section "10.0 Revegetation". These specs are included with the addendum.
- Item 17: C) Five of the construction drawings have been revised. These include the Cover Sheet, Sh. 3, Sh. 6, Sh. D-4 and Sh. D-6. The five revised sheets are included with this addendum.
- Item 18: A new section will be added to the Technical Specification.

" 11.0 Gabion Baskets "

This section is included with this Addendum.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Excavating, Inc.
of Liberty, WV, as Principal, and Erie Insurance Property &
Cas. Co of Erie, PA, a corporation organized and existing under the laws of the State of PA
WV with its principal office in the City of Erie, PA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, 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 of 4 acre abandoned mine project known as the "Island Creek
#18 Mine Complex" project located near Logan, Logan County, WV.

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
29th day of June, 2010.

Principal Corporate Seal

Wiseman Excavating, Inc.
(Name of Principal)
By Brad Wiseman
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

Erie Insurance Prop & Casualty Co.
(Name of Surety)
Dawnna L. Chandler
Attorney-in-Fact
WV licensed resident agent

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



Erie
Insurance®

ERIE INSURANCE
PROPERTY & CASUALTY COMPANY
ERIE, PA 16530
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ERIE INSURANCE PROPERTY & CASUALTY COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

James C. Lett, Craig Krenzler, Neely R. Arthur, Jr., Timothy J. White, David Jennings, Dawnna L. Chandler and Mary Ann Cline individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

----- each in a penalty not to exceed the sum of one million dollars (\$1,000,000.00). -----

And to bind ERIE INSURANCE PROPERTY & CASUALTY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 11th day of March, 2008, and said Resolution has not been amended or repealed:

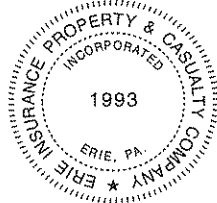
“RESOLVED, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) Remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

RESOLVED, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.”

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE PROPERTY & CASUALTY COMPANY on the 18th day of September, 2008, at which a quorum was present and said Resolution has not been amended or repealed:

“RESOLVED, that the signature of Terrence W. Cavanaugh, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of James J. Tanous, as Secretary of the Company, the Seal of the Company, the signature of Sheila M. Hirsch, as Notary Public, and her Notarial Seal, may also be affixed by the following facsimiles to any certificate or acknowledgment of any such Limited Power of Attorney, and only under such circumstances shall said facsimiles be valid and binding on the Company.”

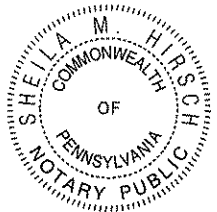
IN WITNESS WHEREOF, ERIE INSURANCE PROPERTY & CASUALTY COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 18th day of September, 2008.



Terrence W. Cavanaugh
Terrence W. Cavanaugh
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 18th day of September, 2008, before me personally came Terrence W. Cavanaugh, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2012
Notary Public

CERTIFICATE

I, James J. Tanous, Secretary of ERIE INSURANCE PROPERTY & CASUALTY COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.



James J. Tanous
James J. Tanous Secretary

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,

this 29th day of June 20 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2010

| PRODUCER Arthur Krenzlet Lett Insurance Group P O Box 627 Winfield, WV 25213 | 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 Wiseman Excavating Inc. Route 1, Box 190 Liberty, WV 25124 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Erie Insurance Property & Casualty Co</td> <td></td> </tr> <tr> <td>INSURER B: BrickStreet Mutual Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: Erie Insurance Property & Casualty Co | | INSURER B: BrickStreet Mutual Ins. Co. | | INSURER C: | | INSURER D: | | INSURER E: | |
| INSURERS AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | |
| INSURER A: Erie Insurance Property & Casualty Co | | | | | | | | | | | | | |
| INSURER B: BrickStreet Mutual Ins. Co. | | | | | | | | | | | | | |
| 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 | | | | GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC | Q40 7350055 | 4/23/2010 | 4/23/2011 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| A | | | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____ _____ | Q04 7530186 | 4/25/2010 | 4/25/2011 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____ | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | | | OTHER THAN EA ACC | \$ |
| | | | | | | | | AUTO ONLY: AGG | \$ |
| A | | | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | Q28 7570018 | 4/25/2010 | 4/25/2011 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | | AGGREGATE | \$ 2,000,000 |
| | | | | | | | | | \$ |
| | | | | | | | | | \$ |
| | | | | | | | | | \$ |
| B | | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WC10204907 | 04/10/2010 | 04/10/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| | | | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

| | |
|--|---|
| CERTIFICATE HOLDER WV DEPT OF ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH STREET SE CHARLESTON WV 25304 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Lawrence J. Candler</i> |
|--|---|



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, Brad Wiseman, after being first duly sworn, depose and state as follows:

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

Wiseman Excavating, Inc.
(Company Name)

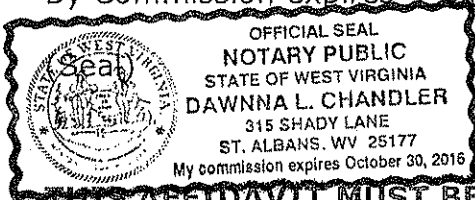
By: Brad Wiseman

Title: President

Date: June 28, 2010

Taken, subscribed and sworn to before me this 28th day of June.

By Commission expires October 30, 2016



Dawanna L. Chandler
(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.

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 exceeds 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: Wiseman Excavating, Inc.

Authorized Signature: Brad Wiseman Date: 6-28-2010

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 28th day of June, 2010

My Commission expires October 30, 2016

NOTARY PUBLIC Dawnna L. Chandler

