

MODZEK

TITLE

***709063722 01**

CHARLESTON WV

PO BOX 4108

EASTERN ARROW CORP INC

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

25364

FEIN

304-414-0255

Request for Quotation

DEP15048

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

8H-P TO

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV

25304

304-926-0499

<u> </u>					<u> </u>			
DATE PRI	VTED	ŢE	RMS OF SA	·E	SHIP VIA		F.O.B.	FREIGHTTERMS
05/16								
BID OPENING DATE	:	07/13/	/2010/		•	BID	OPENING TIME	01:30PM
LINE	QU/	NTITY	UOP	CAT. NO	ITEM NUMBER	3	UNIT PRICE	AMOUNT
0001		1	JB		962-73			
	RECLA	MATION	REST	ORÁTI	ON OF LAND	& OTH	ER PROPERTIES	
•	WEST NIS SOIL CONTRA RECLANTHE ")	VIRGIN: LICITIN ACT TO MATION BROWNTO	A DEP NG BID PROVI OF A ON (MC	ARTME S FRO DE AL 6-ACR CORD)	NT OF ENVIR M QUALIFIED L LABOR AND E ABANDONED	ONMEN CONT MATE MINE PROJ	FOR THE AGENCY TAL PROTECTION, RACTORS FOR A RIALS FOR THE PROJECT KNOWN ECT LOCATED IN	•
	06/08/ REQUII MANDA THE B BIDDE	/10 a : RED TO TORY PI ID. NO R. ALS _ OVER	LO:00 ATTEN RE-BID O ONE SO, PR	AM. D THI SHAL PERSO EBIDS	ALL INTERES S MEETING. L RESULT IN N MAY REPRE WILL INVOL	TED P FAIL DISQ SENT VE EX	SHALL BE HELD (ARTIES ARE URE TO ATTEND TO UALIFICATION OF MORE THAN ONE TENSIVE FOOT URING INCLEMENT	гн
:	POTENT OFFICE PRE-BE REPRES	TIAL BI IAL DOO ID. FA SENTATI	IDDERS UMENT AILURE IVE NA	TO C VERI TO P ME ON	OMPLETE. T FYING ATTEN ROVIDE YOUR THE ATTEND	HIS W DANCE COMP ANCE	SHEET WILL RESU	DRY
	ACCEPT THE BI COMPLI SHEET	T ANY OUT OF THE NOT ASS	THER IS RES IE INF PURCH	DOCUM PONSI ORMAT ASING NY RE	ENTATION TO BLE FOR ENS ION REQUIRE	VERI URING D ON ND TH Y FOR	THE ATTENDANCE E STATE AGENCY A BIDDER'S	RECEIVED 2010 JUL 13 PM 12: 1 WW PURCHASING
								DIVISION
SIGNĄTURE				SEE RE	VERSE SIDE FOR TERM	S AND CO		ATE
					li ccc		. 107	•• -

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).



VENDOR

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

304-414-0255

Request for Quotation

DEP15048

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

8 H -P

EASTERN ARROW CORP INC PO BOX 4108

CHARLESTON WV 25364

***709063722 01**

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 05/16/2010 BID OPENING DATE: 07/13/2010 BID OPENING TIME 01:30PM CAT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT NO: ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR EMAIL ADDRESS AND FAX NUMBER. 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. DIRECTIONS TO PREBID: FROM PHILIPPI, TAKE WV RT. 119 NORTH APPROXIMATELY TURN LEFT ONTO WV-76 (GALLOWAY RD) FOR 3.3 MILES. APPROXIMATELY 6.1 MILES. TURN LEFT ONTO CR-16 FOR APPROXIMATELY 1.4 MILES. TURN LEFT ONTO CR16/2 FOR APPROXIMATELY 3 TENTHS OF A MILE. SITE IS ON THE RIGHT. 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 \$15.0|0 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. NO CASH WILL BE ACCEPTED. EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICI-TATION 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 AFFI-DAVIT MUST BE SIGNED & SUBMITTED WITH THE BID AS EVI-DENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS SEE REVERSE SIDE FOR TERMS AND CONDITIONS. TELEPHONE SIGNATURE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



VENDOR

SIGNATURE

TITLE

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

25364

***709063722 01 304-414-0255**

EASTERN ARROW CORP INC

PO BOX 4108

CHARLESTON WV

Request for

RFQ NUMBER

DEP15048

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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 05/16/2010 BID OPENING DATE: 07/13/2010 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT OF ARTICLE 1D, CHAPTER 21 OF THE WV CODE. FAILURE TO SUBMIT THE SIGNED DRUG FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. 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. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR BARBOUR COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.) 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. WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL. ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT: (XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

DATE



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

304-414-0255

Request for Quotation

DEP15048

1	
CHIICK	BOWMAN
304-55	<u>8-2157 </u>

PO BOX 4108

***709063722 01**

CHARLESTON WV 25364

EASTERN ARROW CORP INC

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

ADDRESS CORRESPONDENCE TO ATTENTION OF

DATE PRIN	TED	l TER	MS OF SAL	E	SHIP:V	A		FOB	FREIGHT TERMS
05/16/	<u> </u>					2.6	<u>00.0-00-00-00-00-00-</u>		
BID OPENING DATE:		07/13/	2010			BID	OPENI	ING TIME	01:30PM
LINE	nu.	ANTITY	UOP	CAT.	ITEM NUN			UNIT PRICE	AMQUNT
5045	, , , , , , , , , , , , , , , , , , ,			NO					
1	1				LIABILITY				
							l .	CIFIED IN	
	1			-	MINIMUM	AMOUNT	OF IN	ISURANCE	•
	CUVER	AGE REQ	OIKED	15 \$	250,000.				
	()	RIITI NER	S RIS	K TNS	IIRANCE •	SIICCESS	FIII V	VENDOR SHAL	1
	1				ł .			INSURANCE I	
	l .				l		1	HE CONTRACT	
					7				
	I .		1		A.			_ AMOUNT OF	
	I .		1	1	B .			NIA, SHALL B	.
	1 .			i	i .			E SUCCESSFU	3
								ND AND LABO E CONTRACT.	
	1				1			TIFIED CHEC	1
	1			1	1			ISHED BY A	
	1		9	ı	ł		l .	SINESS IN T	н '
	STATE	OF WES	T VIR	GINIA	. A LETT	ER OF C	REDI	T SUBMITTED	
					ONLY BE				
								KS ARE NOT	
	4		I .		THE 5% BI	D BOND,	PERI	FORMANCE	
	BOND,	OR LAB	OR/MA	TERIA	L BOND.	`c +			·
•	()	MATNITEN	ANCE	BUND.	A TWO (O) VEAD	MATI	NTENANCE	
	L .		1		L .		1	REQUIREMEN	т
		E SUCCE					 	REGUIRER	•
	REV.	11/00							
	****	*****	****	****	******	*****	***	******	*
					TTON	045 "	0.00	0110	
					TION FORM				
	ľ		1	1	FORM TO			YOU MUST	
					E YOUR EL				
		ACTOR.	1	I.			L	0 CFR 874.1	6
SIGNATURE				<u> </u>	VERSE SIDE FOR T	ERMS AND CO TELEPHONE	NDITIONS		TE
	* * *				ere in year	TELLI HONE		, ,	· ·
TITLE		F	EIN			Contract of the Contract of		ADDRESS CHAN	GES TO BE NOTED ABOVE



ABROOK

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

Request for Quotation

SERVINO IVIDERES

DEP15048

PAGE

ADDRESS ADDRESS AND ENCE TO A TENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

CHUCK BOWMAN 304-558-2157

*709063722 01 304-414-0255 EASTERN ARROW CORP INC PO BOX 4108

CHARLESTON WV 25364

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

DATE PRIN	TED	TER	MS OF SAL	E	SHIP VIA		F.O.B.	FREIGHTTERMS
05/16/								
BID OPENING DATE:	(7/13/	2010			BID	OPENING TIME	01:30PM
LINE	QUAN	TITY	UOP	CAT NO	ITEM NUMBI	ER	UNIT PRICE	AMOUNT
	BIDDING 800-643	9 DOCU 3-9748	MENTS OR W	YOU WW.AV	CAN CONTAC' S.OSMRE.GO	T THE V	ATTACHED TO THI AVS OFFICE AT ********	
			CO	NTRAC	TORS LICEN	SE	,	
	PERSONS STATE N LICENSE LICENSE MADE B' CAPITOL	S DESI	RING E LIC ARD I PLICA ACTIN LEX,	TO PE ENSED S EMP TIONS G THE 1900	RFORM CONT THE WES OWERED TO FOR A CON WEST VIRG KANAWHA BL	RACTIN T VIRG ISSUE TRACTO INIA D VD. E,	RES THAT ALL G WORK IN THIS INIA CONTRACTORS THE CONTRACTORS RS LICENSE MAY IVISION OF LABS BLDG. 6, 4-558-7890.	S B
		CTIVE ON TH	BIDDE EIR B	R TO ID.	DE 21-11-1 INCLUDE TH		IRES ANY RACTORS LICENS	E
	CONTRAC	CTORS	NAME:	ŢĘĄ.	- TERM	A	L GSian Ha	فيمو
	CONTRAC	CTORS	LICEN	SE #:	×+11	ったてこ	03	• •
		- THEI	R CON	TRACT	ORS LICENS		TO FURNISH A R TO ISSUANCE	OF
				APP	LICABLE LA	W		
	& REGUI	LATION ST FOR DN IS	S, AN QUOT The S	D THE ATION OLE A	INFORMATI " ISSUED B UTHORITY G	ON PRO Y THE OVERNI		LES
SIGNATURE				SEE RE	VERSE SIDE FOR TER	*******		ATE
O'GIVATORE	\mathcal{N}	\mathcal{N}				LEPHONE 4	14-0255	7 - 12 · 10

55.0754491



NODZEK

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

304-414-0255

Request for Quotation

DEP15048

ADD	PRESS CORRESPONDENCE TO ATTENTIO	V OF

CHUCK BOWMAN 304-558-2157

8 H P

EASTERN ARROW CORP INC PO BOX 4108

***709063722 01**

CHARLESTON WV 25364 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED		TERMS OF SALE			SHIP VI	A	FOB		FREIGHTTERMS	
05/16/	2010									
BID OPENING DATE:		07/13/	2010			BID	OPE	NING TIME	01	:30PM
LINE	QUA	NTITY	UOP	CAT. NO	ITEM:NUM	BER		UNITPRICE		AMOUNT
			20078-00000000							
									ŀ	
	ANY IN	IFORMAT	ION P	ROVID	ED IN SPE	CIFICAT	ION	MANUALS, O	ıR	
	ANY OT	THER SO	URCE,	VERB	AL OR WRI	TTEN, W	HIC	H CONTRADIC	:TS	
	1						1	HE SOURCES	AS	
	1		THE	ABOVE	PARAGRAPI	H IS VO	ID .	AND OF NO		
	EFFECT	•								
	(1) NO	TICE T	n ppn	CEED.						
	(I) NO					FCIETED	HE	REIN IS TO	RE	
	COMPLE						1	THE OFFICIA		
	1			i .			1	ENT THAT A		•
	PRE-CO	DNSTRUC	TION	CONFE	RENCE IS	REQUIRE	D,	THE NOTICE	TO	
				I		ATE EST	ABL	ISHED IN TH	IE	
	PRE-CO	INSTRUC	TION	CONFE	RENCE.					
	(2) 0	IADANTE	- AND	MATN	TENANCE.					Ì
	(2) 60			1	TENANCE:	DKWVNCH	TP	AFFECTED BY	,	
	THE CO			1	l			EE ESTABLIS	1	
			ł	l .	!		1	HE ABSENCE	l l	
	ŀ		1	3	OM OR A S		1			
	1		5		OTH AS TO		.4			·
	1		•	1				AL PAYMENT	BY	
	1		1	ı	IDERED GU		1			
			1	ł.			1	THE ACCEPTA	INC	
		E WORK.	I		THE FINAL LIEVE THE					
				1	1			ATERIALS, A	מאז	
	1		1	1	1			E PERIOD SH		
					ENSE OF T					
	WRITTE	EN NOTI	CE.							
		(B)						E PERIOD, 1		
	III.		L .	l .	1		1	HE CONDITION	INS	
	1						1	THE WORK.		
				I .	l .			KMANSHIP OF PS DURING T		
	1	NTEE PE		1	1		1	E CONTRACTO		
	33.4.641								- • •	
CIONATURE				SEE RE	VERSE SIDE FOR T	ERMS AND CO TELEPHONE	OITION		DATE	
SIGNATURE						LELEPHONE			DATE	
TITLE		FI	EIN					ADDRESS CHA	NGES	TO BE NOTED ABOVE



***709063722 01**

CHARLESTON WV

PO BOX 4108

EASTERN ARROW CORP INC

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

304-414-0255

DEP15048

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN

304-558-2157

SH-P

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304 304-926-0499

DIO PENING DATE O7/13/2010 BID OPENING TIME O1/13/2010 BID OPENING TIME O1/13/2010 AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, MITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY IT MAY HAVE, PROVIDED THAT THE CONTRACTOR IS GIVEN NOT LESS THAN THIRTY CALEMDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) ANDSLIDE" PROJECT. PLAMS & SPECS ARE AND AND ALL REQUIRED CONSTRUCTION PROJECT. PLAMS & 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE PEVERBE SOE FOR TERMS AND CONDITIONS TELEPHONE DATE ADDRESS CHANCES TO BE NOTED ARROY.	DATE PRINT	red	TER	IMS OF SAL	E	SHIP	/IA		F.O.B.		FREIGHT TERMS
AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT OF THE PERFORMANCE TIME ALLOTTED FOR THE PERFORMANCE TIME AND THE PERFORMANCE TIME ALLOTTED FOR THE PERFORMANCE TIME ALLOTTED FOR THE PERFORMANCE TIME AND THE PERFORMA	05/16/	2010									
AT ITS EXPENSE. (C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (3) TERMINATION: (1) THIS CONTRACT MAY BE CANCELLED IN WHOLE OR IN PART IN WRITING BY THE DIRECTOR OF PURCHASING, WITHOUT PREJUDICE TO AMY 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. (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN AND ALL REQUIRED CONSTRUCTION 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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE MITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" PROJECT. PLANS & SPECS ARE AND CONTRACT HAVE UNDER THIS CONTRACT, AND CONSISTS OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSE SIDE FOR TERMS AND CONDITIONS [ELEPHONE]	BID OPENING DATE:		07/13/	2010			BID	OPENING	G TIME	01	:30PM
AT ITS EXPENSE. (C) THE ONE-VEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE CONTRACT SCONCERNING REVEGETATION MAY BE CONTAINED HEREIN. (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. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" PROJECT. PLANS & SPECS ARE AND CONTRACT SHALL BE IN ARE CHAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" PROJECT. PLANS & SPECS ARE AND CONTRACT, AND CONSISTS OF THIS CONTRACT, AND CONSISTS OF THE CEPHONE	LINE	QUAI	NTITY	UOP		ITEM NUM	VBER	U	INIT PRICE		AMOUNT
(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (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 WRITITEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBIN SON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSES SIDE FOR TERMS AND CONDITIONS SEEREVERSES SIDE FOR TERMS AND CONDITIONS											
(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (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 WRITITEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBIN SON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSES SIDE FOR TERMS AND CONDITIONS SEEREVERSES SIDE FOR TERMS AND CONDITIONS											
CONSTRUED AS BEING AN EXTENSION OF THE ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS (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. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBIN SON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSE SIDE FOR TERMS AND CONDITIONS [ELEPHONE] DATE		AT ITS			- LIF 14						
ALLOTTED FOR WORK UNDER THE CONTRACT. (D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (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. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSE SIDE FOR TERMS AND CONDITIONS FILEPHONE. PAIR SEEREVERSE SIDE FOR TERMS AND CONDITIONS FILEPHONE. PAIR SEEREVERSE SIDE FOR TERMS AND CONDITIONS FILEPHONE. DATE		CONCED		i e							
(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS (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. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEPEVERSE SIDE FOR TERMS AND CONDITIONS SEER PEVERSE SIDE FOR TERMS AND CONDITIONS SEER PEVERSE SIDE FOR TERMS AND CONDITIONS SEER PEVERSE SIDE FOR TERMS AND CONDITIONS				1				PERFU	RMANUE I	TWE	
FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN. (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. (4) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO: (A) OBTAIN ALL RECESSARY 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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS PATE PLANS BY THE TOTAL OF THE SECRET OF TERMS AND CONDITIONS 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS		ALLUII		1				ECETAT	TON MAY	B.E.	
CONTAINED HEREIN. (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. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS PATE SECHMINE	·	FURTHE		1	ŀ					שב	
(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. (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 OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION:		1		į.	, ,,,, <u>,</u>	TECHNICA	L SILCI	ICATI	0113		
(1) THIS CONTRACT MAY BE CANCE LED 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. (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. (5) TECHNICAL SPECIFICATIONS: ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SEE REVERSE SIDE FOR TERMS AND CONDITIONS SEE REVERSE SIDE FOR TERMS AND CONDITIONS		CONTAI									
(1) THIS CONTRACT MAY BE CANCE LED 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. (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. (5) TECHNICAL SPECIFICATIONS: ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SEE REVERSE SIDE FOR TERMS AND CONDITIONS SEE REVERSE SIDE FOR TERMS AND CONDITIONS		(3) T	ERMINA	TION:							
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. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSE SIDE FOR TERMAS AND CONDITIONS SIGNATURE SIGNATURE SIGNATURE JURICAL STREET OF TELEPHONE DATE SIGNATURE SIGNATURE JURICAL STREET OF THE STREET OF TELEPHONE DATE SIGNATURE JURICAL STREET OF THE STREET OF TELEPHONE DATE SIGNATURE SIGNATURE JURICAL STREET OF THE STREET OF TELEPHONE DATE SIGNATURE JURICAL STREET OF THE STREET OF TELEPHONE DATE SIGNATURE JURICAL STREET OF THE STREET OF TELEPHONE DATE SIGNATURE JURICAL STREET OF THE STREET OF TELEPHONE DATE JURICAL STREET OF THE STREET OF THE STREET OF TELEPHONE DATE JURICAL STREET OF THE STR						ACT MAY B	E CANCE	LLED II	N WHOLE	OR	
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. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEP REVERSE SIDE FOR TERMIS AND CONDITIONS TELEPHONE DATE THE CONTRACT OF THE STAND CONDITIONS SEER PEVERSE SIDE FOR TERMIS AND CONDITIONS TELEPHONE DATE THE CONTRACT OF THE STAND CONDITIONS SEER PEVERSE SIDE FOR TERMIS AND CONDITIONS TELEPHONE DATE THE CONTRACT OF THE CONTRACT OF THE STAND CONDITIONS SEER PEVERSE SIDE FOR TERMIS AND CONDITIONS THE CONTRACT OF THE CONTRACT OF THE STAND CONDITIONS SECOND THE CALENDARY OF THE CONTRACT OF THE STAND CONDITIONS THE CONTRACT OF THE CONTRACT OF THE STAND CONDITIONS THE CONTRACT OF THE CONTRACT OF THE STAND CONDITIONS THE CONTRACT OF THE CONTRACT OF THE STAND CONDITIONS THE CONTRACT OF THE CALENDARY OF THE CONTRACT OF THE STAND CONDITIONS THE CONTRACT OF THE CONTRACT OF THE STAND CONDITIONS THE CONTRACT OF THE CONTRACT OF THE STAND CONDITIONS THE CONTRACT OF THE CONTR		IN PAR									
THAN THIRTY CALENDAR DAYS WRITTEN NOTICE, (DELIVERED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TILEPHONE DATE										١Y	
CERTIFIED MAIL, RETURN RECEIPT REQUESTED) OF INTENT TO TERMINATE. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSE SIDE FOR TERMIS AND CONDITIONS SIGNATURE TELEPHONE DATE		HAVE,	PROVID	ED TH	AT TH	E CONTRAC	TOR IS	GIVEN I	NOT LESS	3	
TO TERMINATE. (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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMIS AND CONDITIONS SIGNATURE TELEPHONE DATE		THAN T	HIRTY	CALEN	DAR D	AYS WRITT	EN NOTI	CE, (DI	ELIVEREI	BY	
(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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE THE DATE THE DATE THE DATE THE PROPERT DATE		1		1 '	ETURN	RECEIPT	REQUEST	ED) OF	INTENT		
VENDOR TO: (A) (A) (B) PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO (B) OBTAIN AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE		TO TER	RMINATE								
VENDOR TO: (A) (A) (B) PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO (B) OBTAIN AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE		_									
(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. (5) TECHNICAL SPECIFICATIONS:		t		L BE	THE R	ESPONSIBI	LITY OF	THE SI	UCCESSFL	J L	
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. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEEREVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TILE THE DOTATION OF THE JOB SITE. DATE TELEPHONE DATE THE DOTATION OF THE JOB SITE. AND COMPLETION: TELEPHONE DATE THE DOTATION OF THE JOB SITE. THE JOB SITE. OBTAIN THE JOB SITE. THE		NENDOR		ODTA	TA, A.	L NECECCA	DV DIVI	CTON O	E 11701111		
MATERIALS TO AND FROM THE JOB SITE. (B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TILE PATE TELEPHONE DATE		DEDMIT			1	1		i		AYS	
(B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE DATE DATE		1		4	•		-	PMENI	AND		
PERMITS OR RELATED JOB PERMITS. (5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE DATE TELEPHONE DATE		MAICKI		1				ED CON	STRUCTIO	าผ	
(5) TECHNICAL SPECIFICATIONS: ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE		PERMIT		1	1	1		LD CON.	SINGCIIC	, 14	
ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TILE TELEPHONE DATE						. ckiii . i					
ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TILE TELEPHONE DATE		(5) T	TECHNIC	AL SP	ECIFI	CATIONS:					,
ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "BROWNTON (MCCORD) LANDSLIDE" 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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE				II.	1		ITRACT S	HALL B	E IN		
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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TITLE TITLE DEED DATE TITLE TELEPHONE DATE		ACCORE	DANCE W	ITH T	HE SP	ECIFICATI	ONS PRE	PARED	FOR THE		
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 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TITLE TITLE TELEPHONE DATE TITLE TOTAL T		RECLAM	MOITAN	OF TH	E "BR	OWNTON (M	(CCORD)	LANDSL	IDE"		
AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TITLE THE DATE THE DEED.		PROJEC	CT.								
MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TITLE TITLE TOTAL DEED	_										
19 DRAWINGS AS PREPARED BY E. L. ROBINSON ENGINEERING. (6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TITLE TITLE TOTAL DEED TOTAL D	`										
(6) PAYMENTS AND COMPLETION: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TITLE TITLE TELEPHONE DATE											
SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE TITLE TITLE TELEPHONE DATE		19 DRA	WINGS	AS PR	EPARE	D BY E. L	. ROBIN	ISON EN	GINEERI	۱G.	
SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TITLE TITLE TITLE TELEPHONE DATE											
SIGNATURE TELEPHONE DATE		(6) F	AYMENT	SAND	COMP	LEITON:		-	i e		
TITLE		1		1	SEE BE	VERSE SIDE FOR 1	ERMS AND CO	NDITIONS			L
TITLE FEIN ADDRESS CHANGES TO BE NOTED ADOVE	SIGNATURE				*******		TELEPHONE			DATE	
	TITLE		F	EIN			1		ADDRESS OU	NOFC	TO BE NOTED ABOVE



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

304-414-0255

Request for Quotation

DEP15048

8

ADDRESS CORRESPONDENCE TO ATTENTION OF

сниск	BOWMAN
304-55	8-2157

S H þ

PO BOX 4108

***709063722 01**

CHARLESTON WV 25364

EASTERN ARROW CORP INC

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

DATE PRINT	ED	TEF	IMS OF SAL	E	\$	HIP VIA			FO	В		FREIGHT TERMS
05/16/	2010											
BID OPENING DATE:		07/13/	2010				BID	OPE	NING 1	TIME	01	:30PM
LINE	QUA	NTITY	UOP	CAT. NO	ITEN	NUMBER	1		UNIT	PRICE		AMOUNT
		TUE	CONTR	ACTOR	CHALL	EUDN	T C ! T		>== A A A			
	ADDI TO				SHALL T WITH					U.E. 0E		
					E REQUE		t t	t .	SCHEDI ORM II		n	
			1 .		SHALL B							
					DEP'S							
					WITHIN							
		CATION	1	. 1							-	
	(7) I	APPLICA	TION	FOR P	ARTIAL	PAYM	ENT:					
		THE	CONTR	ACTOR	MAY, C)N A	PERIO	DIC	BASIS	S, SUB	MIT	
					SED ON							
					OF THE							
					INED FR						0F	
			1		D UPON			1		THE		
	PERCEI	NI CUMP	LEIED	11- R	ASED UF	ON A	LUMP	SL	JM.			
	RANKPI	IPTCV.	TN T	HE EV	ENT THE	. VEN	חחם /ר	ONT	r D A C T O I		c	
					ION, TH						3	
					, AND T							
	,	JT FURT	1		,				311 OQ11	, KAO I		
. *												
•	REV.	1/2005										
	PREFE	RENCE F	OR US	E OF	DOMESTI	C ST	EEL P	ROD	DUCTS			
					IZED BY							
					N PURSU							
					USE OR						OR	,
					ROJECT HE UNIT							
		HIS CON			HE UNII	ien s	IAIES	7	42 USE1) IN		
		110 0011	, KAC	,				ŀ				
	Α.	. "STA	TE CO	NTRAC	T PROJE	ECT"	MEANS	S AN	NY EREC	CTION	OR	
					F, OR A							
					PROVEME							
		STRU	CTURE	, INC	LUDING,	BUT	NOT	LIN	MITED '	ro, Ro	ΑD	
				OFF OF	/ERSE SIDE F	OD TESS	e:XKID:OOX	N(6)+12	ANG	900000000000000000000000000000000000000		
SIGNATURE				OLE DE	CERSE SIVE F	****************	PHONE	and H.C	UINO	lc	DATE	
TITLE		1-1	FINI						 			
HILE			EIN						ADDF	RESS CHAI	NGES	TO BE NOTED ABOVE



VENDOR

TITLE

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

Request for Quotation

DEP15048

ADDRESS CORRESPONDENCE TO ATTENTION OF W

CHUCK BOWMAN 304-558-2157

25304

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

304-926-0499

ADDRESS CHANGES TO BE NOTED ABOVE

***709063722 01** 304-414-0255 EASTERN ARROW CORP INC PO BOX 4108

CHARLESTON WV 25364

DSJ16/2010 BID OPENING TIME 01:30PM BID OPENING TIME 01:30PM OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF MEST 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 DXYGEN, 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 MATERIAL ARE NOT PRODUCT IT THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCT IT THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCT IN 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	DATE PRIN	TED	TERMS	OFSALE	SHIP VIA	F.O.B.	FREIGHT TERMS
OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE 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 OPPERATIONS, 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 (92,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF MEST 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 COMBINANTION 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 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 PRASONABLY SECRETORS OF TERMINES THERE SIDE FOR TERMS AND CONDITIONS		100000000000000000000000000000000000000		AAT			
OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001. B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORCED, 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 PURPOSES IN THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY SEEREVERSE SIDEFOR TERMS AND CONDITIONS	LINE	QU	ANTITY		ITEM NUMBER	UNIT PRICE	AMOUNT
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		В	OR COO EQUIPM SUCH P STATE SOLICI . "STEEL SHAPED FABRIC PROCES SUCH O HEARTH	OLING OR NENT, OR PROJECTS, OF WEST TED ON O PRODUCT O, DRAWN, CATED OR SSED BY A OPERATION H, BASIC	VENTILATING PLAN THE SUPPLY OF AN PURSUANT TO A C VIRGINIA FOR WHI R AFTER JUNE 6, S" MEANS PRODUCT EXTRUDED, FORGE OTHERWISE SIMILA COMBINATION OF S, FROM STEEL MA OXYGEN, ELECTRIC	TS OR OTHER D MATERIALS FOR ONTRACT WITH THE CH BIDS WERE 2001. S ROLLED, FORMED, D, CAST, RLY PROCESSED, OR TWO OR MORE OF DE BY THE OPEN FURNACE,	
WRITING, AUTHORIZE THE USE OF FORE IGN 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS		С	. "UNITE AMERIC OR INS	ED STATES CA AND IN SULAR, SU	" MEANS THE UNIT CLUDES ALL TERRI BJECT TO THE JUR	ED STATES OF TORY, CONTINENTAL	
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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS		W	RITING, A	AUTHORIZE			
DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY SEE REVERSE SIDE FOR TERMS AND CONDITIONS		A	EXCEED TOTAL HUNDRE GREATE COST I DELIVE	O ONE TEN CONTRACT D DOLLAR ER. FOR T IS THE VA	TH OF ONE PERCEN COST OR TWO THO S (\$2,500.00), W HE PURPOSES OF T LUE OF THE STEEL HE PROJECT OR,	T (.1%) OF THE USAND FIVE HICHEVER IS HIS SECTION, THE PRODUCT AS	
		В	DETERM NOT PR	TINES THA RODUCED I TY OR OT	T SPECIFIED STEE N THE UNITED STA HERWISE ARE NOT	L MATERIALS ARE TES IN SUFFICIENT REASONABLY	
	SIGNATURE			SEE RE			

FEIN



SIGNATURE

TITLE

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

Request for Quotation

DEP15048

RFQ NUMBER

PAGE 10

MUCK POWMAN

CHUCK BOWMAN 304-558-2157

*709063722 01 304-414-0255 EASTERN ARROW CORP INC PO BOX 4108 CHARLESTON WV 25364

S | H | P | T O

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 05/16/2010 **BID OPENING DATE:** 07/13/2010 BID OPENING TIME 01:30PM CAT NO QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT AVAILABLE TO MEET CONTRACT REQUIREMENTS. 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. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET.,SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM 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. 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 I 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS

FEIN

TELEPHONE

DATE



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

Request for Quotation

DEP15048

RFQ NUMBER

ADDRESS CORRESPONDENCE TO ATTENTION OF **

CHUCK BOWMAN 304-558-2157

TITLE

***709063722 01** 304-414-0255 EASTERN ARROW CORP. INC. PO BOX 4108

CHARLESTON WV 25364 **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 05/16/2010 BID OPENING DATE: 07/13/2010 BID OPENING TIME 01:30PM CAT QUANTITY UOP LINE ITEM NUMBER UNIT PRICE AMOUNT PRICE THAN THE FOREIGN MADE PRODUCTS. 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA. THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM (1) 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. THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID ANY ADDENDUM SHOULD BE RECEIVED BY THE OPENING DATE. BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE



SIGNATURE

***709063722 01**

CHARLESTON WV

PO BOX 4108

EASTERN ARROW CORP INC

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

25364

304-414-0255

Request for

DEP15048

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

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 05/16/2010 BID OPENING DATE: 07/13/2010 **BID OPENING TIME** 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT OPENING DATE. 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 THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM DOCUMENT. ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 REQUISITION NO.: .DEP15048... ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 NO. 2 NO. NO. NO. 5

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

414-0255



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 **DEP15048**

AD	DRESS:CORRESPONDENCE	O ATTENTION OF
		*
CHUCK	BOWMAN	
304-5	58-2157	

	٠.		

***709063722 01** 304-414-0255 EASTERN ARROW CORP INC PO BOX 4108

CHARLESTON WV 25364

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

DATE PRIN	ten l	TEE	IMS OF SAL	Ė	SHIP	VΙΔ	 	э.в.		FREIGHT TERMS
05/16/					O110	***				raeidili ienivo
BID OPENING DATE		07/13/	2010		L	BID	OPENING	TIME	0.1	:30PM
				CAT					<u>Ω Τ</u>	
LINE	QUAN	THY	UOP	NO.	ITEM NU	MBER	UNH	PRICE		AMOUNT
		<u> </u>		***************************************				·		
	I UNDE	RSTAND	THAT	FAIL	URE TO CO	NFIRM T	HE RECEI	PT OF T	HE	
					SE FOR RE				••-	
	· ·				DERSTAND					
					ASSUMED		Į.			
	1		! :		ETWEEN VE				;	
	1				L IS NOT					
					WRITING A					
	SPECIF	ICATIO	זמ כא	AN U	FFICIAL A	ไปทิยุหมัดเม	IZ RIMI	ING.		
		/		\ A	l A					
		` کبید .	$\dot{\mathcal{L}}$		\bigcirc \bigcirc \bigcirc \bigcirc		SIGNATUR	F		
		• • • • • •				•	0 2 0	· •		
	アネケン	بنبب	٠ ا	بتره	نب جه	ي.	COMPANY			·
				_ ,						
					٠٠٠ ، ١٠٠		DATE			
	REV. 1	1/96								
				NOT	T.C.F.					
				. 1401	ICE					
	A SIGN	FD BID	MUST	BE S	UBMITTED	Tn:	Į			
					02	,				
	ומ	EPARTM	ENT O	F ADM	INISTRATI	ON				
	PI	URCHAS	ING D	IVISI	ON					
	1	UILDIN	l							
					TREET, EA					
	CI	HARLES	TON,	WV 2	5305-0130)				
	THE RTI	ווחאס מ	וח רח	NTATN	THIS INF	птимал	א מא דעב	בארב ה	۱ <u>۳</u>	
					D MAY NOT) [
	11116	V LL			D 1111 112 .	DL GG.,	SIDERED.			
σ	SEALED	BID								
				cerpe	 VERSE SIDE FOR :	FERME AND CO	NOTIONE			
SIGNATURE	X	X X 7	<u> </u>	OEL NE	VERSE SIDE FOR	TELEPHONE	1 .	D.A	TE.	
	<u>ヘシン</u>		\ .		 	304-	414.02	.55		7.12.10
Pizasi D	RNT	Ft	S S	5- 07	54491		ADD	RESS CHAN	GES	TO BE NOTED ABOVE



>EXDOR

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

304-414-0255

Request for REQNUMBER Quotation DEP15048

DEP15048

PΑ	Q	Ē.,	
	1	4	

	ADDRESS	CORRESPO	NDENCE	TOATTEN	TION OF:
.,,,,,,,					

CHUCK BOWMAN 304-558-2157

EASTERN ARROW CORP INC PO BOX 4108

***709063722 01**

25364 CHARLESTON WV

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

DATE PRINT	ΈD	TER	MS OF SAL	É	ŞHI	⁵ VIA		F.O.B		FREIGHT TERMS
05/16/	2010						az e sa a a constituidad	•		
BID OPENING DATE:		07/13/	2010	nonado de la como de l		BID	OPENI	NG TIME	01:	30PM
LINE	QUA	NTITY	UOP	CAT. NO	ITEM N	UMBER		UNITPRICE		AMOUNT
	BUYER: RFQ. N BID OP BID OP PLEASE TO CON VENDOR REMIT-	PENING PENING PROVI	DATE: TIME: DE A OU RE SOLUTION OR T	FAX N GARDI MIT W TO BE	CB-23 DEP1504 07/13/2 1:30 PM UMBER IN NG YOUR OZ56 ITH THEI USED FO	CASE IT BID:	E CURT PRO	RECESSARY CESSING:		AMOUNT
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			VPBSE SEE					
SIGNATURE			λ	SEERE	VEHSE SIDE FO	R TERMS AND CO		I	DATE	
	$\overline{\ \ \ \ \ \ \ }$		<u>/\</u>			TELEPHONE 4	14-0	なしちら		1.12.10
TITLE	-1-	F	EIN < 1	E . A =	- 4 4 9 1			ADDRESS CHA	NGES	TO BE NOTED ABOVE

Brownton (MCCORD) LANDSLIDE

DEP15048

REVISED Contractor's Bid Sheet

Vendors Name: EASTIZICH AIZIZOW CORP THL.

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
		Mobilization & Demobilization (Lump Sum)		_
1.1	LS	(Cannot exceed 10% of the Total Amount Bid)	LS	\$ 16,027
		Construction Layout (Lump Sum)		
2.1	LS	(Cannot exceed 5% of the Total Amount Bid)	LS	\$ 1,000
		Quality Control (Lump Sum)	-	
3.1	LS	(Cannot exceed 3% of the Total Amount Bid)	LS	\$ 1,000
		Clearing and Grubbing (Lump Sum)		
4.1	LS	(Cannot exceed 5% of the Total Amount Bid)	LS	\$ 31,800
4.2	200 TON	Roadway Restoration (Per Ton)	\$ 50-	\$ 10,000
4.3	2,115 LF	Temporary Fence Line (Per Linear Foot)	\$ 3	\$ 6.345
4.4	100 LF	Permanent Fence Line (Per Linear Foot)	\$ 10	\$ 1,000-
5.1	1700 LF	Silt Fence (Per Linear Foot)	\$ 0 10	\$ 170-
5.2	1000 LF	Super Silt Fence (Per Linear Foot)	\$ 0 70	\$ 100
5.3	810 LF	Straw Bales (Per Linear Foot)	\$ 0 10	\$ 61-
5.4	4 EA	Rock Check Dams (Per Each)	\$ 100-	\$ 400
5.5	LS	Stabilized Construction Entrance (Lump Sum)	LS	\$ 500-
6.1	6 ACRES	Revegetation (Per Acre)	\$ 7.500	\$ 15,000
7.1	250 LF	Type I Riprap Ditch (Per Linear Foot)	\$ '30"	\$ 7500
7.2	1,205 LF	Type II Grouted Riprap Ditch (Per Linear Foot)	\$ 50-	\$ 60,250
7.3	570 LF	3' X 3' Underdrain (Per Linear Foot)	\$ 50-	\$ 78.500
7.4	8,450 TON	Rock Drainage Blanket (Per Ton)	\$ 30-	\$ 753.500
7.5	3 EA	Low Water Crossing (Per Each)	\$ 500	\$ 1500
7.6	250 LF	3' X 8' Underdrain (Per Linear Foot)	\$ 100	\$ 25,000
7.7	375 LF	8" Diameter Conveyance Pipe (Linear Foot)	\$ 12-	\$ 4500
8.1	42,000 CY	Unclassified Excavation (Per Cubic Yard)	\$ 3 25	\$ 136,500-
9.1	3 EA	Wet/Modified Mine Seals (Per Each)	\$ 10,000	\$ 30,000
9.2	240 LF	12" Diameter Conveyance Pipe (Per Linear Foot)	\$ 15"	\$ 3600-
9.3	20 BGS	Soda Ash Briquettes (Per 50 lb Bag)	\$ 100-	\$ 7,000
		TOTAL		\$ 636,273
		TOTAL		\$ 636,27



NEZDOR

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

Request for Quotation DEP150

DEP15048

· P	AGE		
		1	

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

ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

***709063722 01** 304-414-0255 EASTERN ARROW CORP INC PO BOX 4108

CHARLESTON WV 25364

DATE PRINTED TERMS OF SALE SHIP VIA D6/23/2010 BID OPENING TIME QUANTITY UOP CAT. NO. ITEM NUMBER UNIT PRICE AMOUNT ***********************************	and the same
BID OPENING TIME 01:30PM LINE QUANTITY UOP CAT ITEM NUMBER UNIT PRICE AMOUNT ***********************************	
TIME QUANTITY UOP CAT. NO STEMNUMBER UNIT PRICE AMOUNT ***********************************	
ADDENDUM ISSUED FOR THE BROWNTON (MCCORD) LANDSLIDE PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE SPECIFICATION CLARIFICATIONS, AND THE REVISED BID SCHEDULE. BID OPENING DATE & TIME REMAIN UNCHANGED AS 07/13/10 AT 1:30 PM.	
PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE SPECIFICATION CLARIFICATIONS, AND THE REVISED BID SCHEDULE. BID OPENING DATE & TIME REMAIN UNCHANGED AS 07/13/10 AT 1:30 PM.	<u> 2000 (2000)</u>
AT 1:30 PM.	

JB 962-73	
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES	
***** THIS IS THE END OF RFQ DEP15048 ***** TOTAL:	•
	į
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	3000000000
IGNATURE TELEPHONE DATE	<u> 2000 (000)</u>
FEIN SS-0154491 ADDRESS CHANGES TO BE NOTED ABOVE	

AgencyDEP	
REQ P.O# DEP15048	-

BID BOND

		THESE PRESENTS, That we, the undersign	ned, Eastern Arrow Corporation, Inc.
		, Charleston, West Virginia 25364	, as Principal, and Ohio Farmers Insurance Company
	of <u>PO Box 5001</u>	Westfield Center Ohio, 44251 a corpora	ntion organized and existing under the laws of the State of
Ohio	with its prin	ncipal office in the City of Westfield Center	r, as Surety, are held and firmly bound unto the State
of West		n the penal sum of <u>5% of bid amount</u>	
well and	d truly to be made, we	jointly and severally bind ourselves, our heir	s, administrators, executors, successors and assigns.
	The Condition of the	above obligation is such that whereas the Pr	rincipal has submitted to the Purchasing Section of the
Departn	nent of Administration	a certain bid or proposal, attached hereto an	d made a part hereof, to enter into a contract in writing for
DEP1	5048, Brownton (M	cCord) Landslide in Barbour County WV	, according to plans and specifications.
	·		
	NOW THEREFORE,		
force an	and shall furnish any o ent created by the acc id effect. It is expressi	pe accepted and the Principal shall enter into ther bonds and insurance required by the bid eptance of said bid, then this obligation shall	a contract in accordance with the bid or proposal attached or proposal, and shall in all other respects perform the be null and void, otherwise this obligation shall remain in full the Surety for any and all claims hereunder shall, in no event,
way imp waive no	The Surety, for the value of aired or affected by aired of any such extended	ny extension of the time within which the Obli	hat the obligations of said Surety and its bond shall be in no gee may accept such bid, and said Surety does hereby
	IN WITNESS WHER	EOF, Principal and Surety have hereunto set	their hands and seals, and such of them as are corporations
have ca		eals to be affixed hereunto and these present	
		, 20 <u>10</u>	
Principal	l Corporate Seal		Eastern Arrow Corporation Inc.
	o o policio occi		(Name of Principal)
			(Must be President or
			Vice President)
			Ann Wardwell, President
	•		(Title)
Surety C	orporate Seal		Ohio Farmers Insurance Company (Name of Surety)
			Cheila D'McComuck

Attorney-in-Fact Sheila D. McCormick, Attorney-In-Fact

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

General Power of Attorney POWER NO. 4751892 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all

The Attorney-in-Fact. May be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000)

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of

Corporate Seals Affixed State of Ohio County of Medina





WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

On this 25th day of AUGUST A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina**, **Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of sald Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina SS.:



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of A.D., 2010 May







rank A. Carrinó, *Secretár*



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

STATE OF WIZST VIRGINIA
COUNTY OF YAMAWA TO-WIT:
I, Mandural, after being first duly sworn, depose and state as follows:
1. I am an employee of TEASTARM ARROY CORP.; and, (Company Name)
2. I do hereby attest that TEASTRAN ARROW CORP (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.
TEASTRAN ARNOL CORD (Company Name)
Ву:
Title: Pizres, ORNT
Date: 4\14\10
Taken, subscribed and sworn to before me this 14th day of April 2010
By Commission expires Moy 3, 2016
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA SHEILA McCORMICK P. O. Box 104 OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA SHEILA McCORMICK (Notary Public)
My Commission Exhibits 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 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

Alum Creek, WV 25003 My Commission Expires May 3, 2016

Vendor's Name: TEASTERN A	יוביבסיקן	CORP		
Authorized Signature:			Date:	4/14/10
State of WY				
County of KANAHWA, to-wit:				
Taken, subscribed, and sworn to before me this	14 th of	Apr	-i l	_, 20 <u>16</u> .
My Commission expires		2016		
AFFIX SEACHERS NOTARY PUBLIC STATE OF WEST VIRGINIA SHEILA MCCORMICK	NOTA	RY PUBLIC	Rei Oa	McCornick