



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
DEP15148

PAGE
1

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

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

TEN-A-COAL COMPANY
 RT. 4, BOX 253
 CLARKSBURG, WV 26301

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/24/2010				

BID OPENING DATE: 10/20/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$891,700
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES SPECIAL RECLAMATION MAINTENANCE SERVICES CONTRACT NORTHERN AREA THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND OTHER NECESSARY SERVICES SO AS TO RECLAIM IN AN EXPEDITIOUS MANNER, SURFACE MINE SITES ABANDONED BY THE OPERATOR, AT LOCATIONS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PER THE SCOPE OF WORK THAT WILL INCLUDE, BUT NOT BE LIMITED TO, BACKFILLING, DRAINAGE CONTROL, MINE SEALING, AND REVEGETATION OF SITES LOCATED IN THE COAL PRODUCING COUNTIES OF WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

RECEIVED

2010 OCT 19 A 9:46

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Patrick H. Cunningham</i>	TELEPHONE 304-783-5484	DATE 10/18/10
TITLE PARTNER	FEIN 55-091-6915	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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PURCHASER

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 TEN-A-COAL COMPANY
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BID OPENING DATE: 10/20/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Patrick H. Cunningham</i>	TELEPHONE 304-783-5484	DATE 10/18/10
TITLE PARTNER	FEIN 55-051-6915	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304 558 2157

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VENDOR

TEN-A-COAL COMPANY
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 CLARKSBURG, WV 26301

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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.

PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

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,

A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.

B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.

C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Patricia H. Cunningham</i>	TELEPHONE	304-783-5484	DATE	10/18/10
TITLE	PARTNER	FEIN	55-054-6915	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890..</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:TEN-A-COAL COMPANY.....</p> <p>CONTRACTORS LICENSE NO.:WV013581.....</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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR NORTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</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>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Patricia A. Cunningham</i>	TELEPHONE 304-783-5484	DATE 10/18/10
TITLE PARTNER	FEIN 55-061-6915	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE FROM THIS CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR AML'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR AML MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</p> <p>BID BOND: A BID BOND IN THE AMOUNT OF \$5,000.00 PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR A BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE BID BOND.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY 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</p>						

SIGNATURE <i>Patricia H. Cunningham</i>		TELEPHONE 304-783-5484	DATE 10/18/10
TITLE PARTNER	FEIN 55-051-698	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID 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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE & REGULATIONS, PURCHASING DIVISION POLICY STATEMENTS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR</p>						

SIGNATURE: <i>Patrick A. Cunningham</i>		TELEPHONE: 304-783-5484	DATE: 10/18/10
TITLE: PARTNER	FEIN: 59-051-6915	ADDRESS CHANGES TO BE NOTED ABOVE	

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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.

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: CB-23
 RFQ. NO.: DEP15148
 BID OPENING DATE: 10/20/2010
 BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304-783-5514 Patrick H. Cunningham

CONTACT PERSON (PLEASE PRINT CLEARLY):

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Patrick H. Cunningham</i>	304-783-5484	10/18/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PARTNER	55-051-6915	

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ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.				
1.0	500 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. Up to two (2) dozers may be required at separate locations for use in snow removal from access roads during severe weather events. These dozers shall be available on-site within 24 hours of notice.	\$ 100 PER HR	\$ 50,000
2.0	100 HRS	Crawler Dozer-John Deere 450D or equiv. with 67 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	\$ 100 PER HR	\$ 10,000
3.0	200 HRS	Backhoe Loader, Rubber-Tired-60 minimum flywheel horsepower loader bucket capacity-minimum 1 cubic yard; backhoe bucket size-minimum 6.0 cubic feet	\$ 100 PER HR	\$ 20,000
4.0	500 HRS	Hydraulic Excavator-Backhoe, Caterpillar 225 or equiv. with 120 minimum flywheel horsepower, equipped with standard bucket	\$ 100 PER HR	\$ 50,000
5.0	100 HRS	Hydraulic Excavator - Backhoe - Long Reach, John Deere 790 ELC or equiv. with 155 minimum flywheel horsepower, maximum reach at ground level 59 feet, equipped with standard bucket.	\$ 100 PER HR	\$ 10,000
6.0	200 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ 100 PER HR	\$ 20,000
7.0	50 HRS	Truck with Snow Blade, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ 100 PER HR	\$ 5,000
8.0	100 HRS	Articulated Truck-Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ 100 PER HR	\$ 10,000
9.0	50 HRS	Trash water pump, 3" diameter, gas a/o diesel powered	\$ 80 PER HR	\$ 4,000
10.0	200 HRS	Tractor with low boy, licensed for 110,000 pounds. This item is intended for mobilization and demobilization of equipment. To include all permits and fees necessary for legal transportation of equipment. All other costs, including break-down and put-together costs of equipment, will be incidental to the other items - per hour. Hourly Rate will be paid one (1) time in and one (1) time out while the truck is loaded for each machine used on project. (Max. Bid \$200/hour) (Billable time not to exceed 4 hours each way for each piece of equipment transported, but is not limited to actual time required for delivery to site.)	\$ 150 PER HR	\$ 30,000

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11.0	500 ACRES	Seed mixture to be applied after seed bed preparation: <u>Vegetative Species</u> <u>Rate/Acre</u> Orchard Grass @ 15 lbs/acre Birdsfoot Trefoil ² @ 15 lbs/acre Weeping Lovegrass ³ @ 2 lbs/acre Redtop ⁴ @ 3 lbs/acre Red Clover @ 10 lbs/acre Ky 31 Fescue ⁵ @ 15 lbs/acre Foxtail Millet ³ @ 12 lbs/acre Wheat or Rye ⁴ @ 50 lbs/acre	\$250 PER ACRE	\$125,000
12.0	100 ACRES	Seed mixture for Vegetation Enhancement <u>Vegetative Species¹</u> <u>Rate/Acre</u> Ky 31 Fescue ⁵ @5 lbs/acre Birdsfoot Trefoil ² @5 lbs/acre Red Clover @5 lbs/acre	\$200 PER ACRE	\$ 20,000
13.0	100 ACRES	Additional seed mixture for woodland post-mining land use projects. <u>Vegetative Species¹</u> <u>Rate/Acre</u> Black Locust ² @3 lbs/acre (Reference for Item Numbers 11.0, 12.0 and 13.0) 1. Seeding rate suggested is for pure live seed (pls) in pounds per acre. 2. Herbaceous legumes must be treated with the appropriate bacterium before seeding. 3. Spring mix 4. Fall mix 5. Certified endophyte free variety * Quality and quantity inspection required prior to installation.	\$ 200 PER ACRE	\$ 20,000
14.0	500 TONS	Agriculture Lime - 85% CaCO ₃ /Acre	\$ 100 PER TON	\$ 50,000
15.0	200 TONS	Fertilizer, 10-20-10	\$ 400 PER TON	\$ 80,000
16.0	200 TONS	Mulch, Wood Fiber	\$ 200 PER TON	\$ 40,000
17.0	200 TONS	Mulch, hay or straw	\$ 200 PER TON	\$ 40,000
18.0	200 TONS	Stone, 3" to 6", sandstone, delivered to site	\$ 70 PER TON	\$ 14,000
19.0	200 TONS	Stone, clean 3-1/2" to 1-1/2", limestone, delivered to site	\$ 50 PER TON	\$ 10,000
20.0	200 TONS	Stone, 1-1/2" crusher run, limestone, delivered to site	\$ 40 PER TON	\$ 8,000

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
21.0	200 TONS	Stone, 3" to 6" riprap limestone, delivered to site	\$ 50 PER TON	\$ 10,000
22.0	200 TONS	Stone, 4" to 18" riprap limestone, delivered to site	\$ 100 PER TON	\$ 20,000
23.0	200 TONS	Stone, 12" to 36" riprap limestone, delivered to site	\$ 100 PER TON	\$ 20,000
24.0	10 EA	HDPE Dual Walled Culvert, 15" diameter/ 20' section	\$ 400 EACH	\$ 4,000
25.0	10 EA	HDPE Dual Walled Culvert, 24" diameter/ 20' section	\$ 800 EACH	\$ 8,000
26.0	10 EA	HDPE Dual Walled Culvert, 36" diameter/ 20' section	\$ 1,000 EACH	\$ 10,000
27.0	100 LF	Pipe, 12" Solid SDR 35 gasket type PVC	\$ 20 PER LF	\$ 2,000
28.0	10 EA	45° elbow, 12" SDR 35 gasket type PVC	\$ 50 EACH	\$ 500
29.0	10 EA	90° elbow, 12" SDR 35 gasket type PVC	\$ 50 EACH	\$ 500
30.0	10 EA	Cap, 12" SDR 35 gasket type PVC	\$ 40 EACH	\$ 400
31.0	10 EA	Tee, 12" SDR 35 gasket type PVC	\$ 100 EACH	\$ 1,000
32.0	100 LF	Pipe, 6" Solid SDR 35 gasket type PVC	\$ 20 PER LF	\$ 2,000
33.0	100 LF	Pipe, 6" Perforated SDR 35 gasket type PVC	\$ 20 PER LF	\$ 2,000
34.0	10 EA	Tee, 6" SDR 35 gasket type PVC	\$ 60 EACH	\$ 600

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
35.0	10 EA	Solid end cap, 6" SDR 35 gasket type PVC	\$ <u>20</u> EACH	\$ <u>200</u>
36.0	10 EA	45° elbow, 6" SDR 35 gasket type PVC	\$ <u>45</u> EACH	\$ <u>450</u>
37.0	10 EA	90° elbow, 6" SDR 35 gasket type PVC	\$ <u>45</u> EACH	\$ <u>450</u>
38.0	100 LBS	Bentonite – Sealer	\$ <u>10</u> PER LB	\$ <u>1,000</u>
39.0	100 SQ. YDS	Engineering Fabric for subsurface drainage – in accordance with Section 715.11.4 “Engineering Fabric” of the West Virginia Division of Highways, Standard Specifications Roads and Bridges	\$ <u>3</u> PER SQ. YD	\$ <u>300</u>
40.0	100 SQ. YDS	Smooth HDPE Geomembrane-Poly-Flex 60 mil. Minimum thickness or equivalent. Roll width may be site dependant. Sites which require liner widths wider than available rolls, shall be heat seamed.	\$ <u>15</u> PER SQ. YD	\$ <u>1,500</u>
41.0		Utility Relocation - At cost - No Bid Item	NO BID ITEM	NO BID ITEM
42.0	200 HRS	Laborer - To include basic tools i.e. shovel, chainsaw, drill, weedeater, lawnmower, etc. as needed	\$ <u>80</u> PER HR	\$ <u>16,000</u>
43.0	5 EA	Wooden Weir – Installed per each (12' x 2' treated 2" lumber with 4" x 4" treated supports, and stainless steel fasteners	\$ <u>2,500</u> EACH	\$ <u>12,500</u>
44.0	1000 LF	Silt fence – Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$ <u>3</u> PER LF	\$ <u>3,000</u>
45.0	200 CY	Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ <u>200</u> PER CY	\$ <u>40,000</u>
46.0	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ <u>200</u> PER CY	\$ <u>20,000</u>
47.0	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ <u>100</u> PER TON	\$ <u>10,000</u>

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
48.0	200 LF	<p>Floating Baffle Curtain-Five (5) foot total depth Minimum 4 feet depth must be below water line and bottom of floats. 17 ounce/square yard with UV rating, vinyl coated, polyester material, no sewing, all seams heat sealed.</p> <p>Two (2) foot long Styrofoam block for floats in top spaced with grommets in between each block, block size based on depth.</p> <p>1/4 inch stainless steel cable seamed in main top and extended out to the point of anchorage, approximately ten (10) feet from edge of water, at each end.</p> <p>5/16 inch chain heat sealed into bottom. Ends shall have 1/2 inch polypropylene rope heat sealed with grommets.</p> <p>At seam below floats on each end, aluminum reinforcing plates shall be attached, and have a shackle for anchorage on pond embankment.</p> <p>Price shall include all labor and materials for installation in pond, as required.</p>	\$ <u>100</u> PER LF	\$ <u>20,000</u>
49.0	20 DAYS	<p>HDPE 4 inch to 12 inch Pipe Fusion Weld Machine</p> <p>Price shall include all labor and incidental electric power to operate machine.</p>	\$ <u>2,500</u> PER DAY	\$ <u>50,000</u>
50.0	100 LF	4 inch HDPE DR 17 Fusion Pipe (Required for use with Item # 49)	\$ <u>20</u> PER LF	\$ <u>2,000</u>
51.0	100 LF	6 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49)	\$ <u>60</u> PER LF	\$ <u>6,000</u>
52.0	100 LF	12 inch HDPE DR17 Fusion Pipe (Required for use with Item # 49)	\$ <u>60</u> PER LF	\$ <u>6,000</u>
53.0	10 EA	6 inch HDPE Wye (Required for use with Item # 49)	\$ <u>150</u> EACH	\$ <u>1,500</u>
54.0	10 EA	6 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>150</u> EACH	\$ <u>1,500</u>
55.0	10 EA	4 inch HDPE to stainless steel NPT Male End (Required for use with Item # 49)	\$ <u>150</u> EACH	\$ <u>1,500</u>
56.0	10 EA	4 inch HDPE Tee (Required for use with Item # 49)	\$ <u>80</u> EACH	\$ <u>800</u>
		TOTAL	\$ <u>891,700</u>	

**HARRISON
& COUNTY
BANK**

MAIN STREET
LOST CREEK, WV 26385

122619

10-18-10 20

69-291/515

PAY TO THE
ORDER OF

State of WV -

\$ 5,000.00

THE HARP & COMPANY
COUNTY DEPT. OF CORRECTIONS

DOLLARS

REMITTER Ten-A-Coal Bid Bond DEP 15148

CASHER'S CHECK

Claudia Cowd

AUTHORIZED SIGNATURE



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: TEN-A-COAL COMPANY

Authorized Signature: *Patrick H. Cunningham* Date: 10/18/10

State of WV

County of HARRISON, to-wit:

Taken, subscribed, and sworn to before me this 18TH day of OCTOBER, 20 10.

My Commission expires JULY 16, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Brenda K. Stark

