



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

Request for Quotation

BFO NUMBER
 DEP15167

PAGE
 1

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

*604150016 304-372-4378
 EAGLE EXCAVATION INC
 PD BOX 218
 KENNA WV 25248

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
09/30/2010				

BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		#369,310 ⁰⁰
<p>RECLAMATION: RESTORATION OF WATER</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE ALL REQUIRED LABOR AND MATERIALS TO PERFORM RECLAMATION ON THE MINING OPERATION OF T & J COAL, INC., NOW UNDER REVOKED PERMIT NUMBER(S) P-177-85. THIS SITE CONSISTS OF APPROXIMATELY 8.0 ACRES AND IS LOCATED NEAR TUNNELTON, WV IN PRESTON COUNTY.</p> <p>THE RECLAMATION SHALL BE PERFORMED UNDER THE GUIDANCE AND GENERAL SUPERVISION OF THE AGENT ASSIGNED TO THE PROJECT FOR THE STATE OF WEST VIRGINIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION.</p> <p>A MANDATORY ON-SITE PREBID CONFERENCE SHALL BE HELD ON 10/21/2010 @ 10:00 AM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER I</p>						

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 2010 NOV 18 PM 1:14
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Maite S. Freshour* TELEPHONE: 372-4378 DATE: 11-18-10
 TITLE: PRESIDENT FEIN: 55-0762758 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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<p>RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>DIRECTIONS TO PRE-BID: FROM TUNNELTON ON STATE ROUTE 26, TURN UNDER THE RAILROAD CROSSING TO THE POST OFFICE. BEHIND THE POST OFFICE, TURN LEFT ON COUNTY ROUTE 70/5 AND GO ABOUT 1.5 MILES AND TURN RIGHT ONTO GRAVEL ROAD TO THE SITE.</p> <p>ALL WORK MUST BE COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND PURCHASE ORDER ISSUED BY THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D,</p>						

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SIGNATURE	TELEPHONE	DATE	
<i>Meite S. Freshour</i>	372-4378	11-18-10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>PRESIDENT</i>	55-0762758		

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<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR 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: CONTRACTORS NAME: ...<i>EAGLE EXCAVATION, INC.</i>... CONTRACTORS LICENSE NO.: ...<i>WV.032594</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, 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 ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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SIGNATURE <i>Meiko S Freshom</i>	TELEPHONE <i>372-4378</i>	DATE <i>11-18-10</i>	
TITLE <i>PRESIDENT</i>	FEIN <i>55-0762758</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATIO 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.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, O PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p> <p>2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL</p>						

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<p>PRODUCTS IF:</p> <p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</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</p>						

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<i>Meike S. Freshour</i>	372-4378	11-18-10	
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<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <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 DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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SIGNATURE <i>Meike S Freshour</i>	TELEPHONE 372-4378	DATE 11-18-10
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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SIGNATURE	<i>Melita D Freshour</i>	TELEPHONE	372-4378	DATE	11-18-10
TITLE	PRESIDENT	FEIN	55-0762758	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDENDUM NOS.:						
NO. 1	✓		
NO. 2		
NO. 3		
NO. 4		
NO. 5		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... <i>Mike D. Freshour</i> SIGNATURE .. <i>EAGLE EXCAVATION INC.</i> COMPANY <i>11-18-10</i> DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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SIGNATURE *Mike D. Freshour* TELEPHONE **372-4378** DATE **11-18-10**

TITLE **PRESIDENT** FEIN **55-0762758** ADDRESS CHANGES TO BE NOTED ABOVE

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--

VENDOR

*604150016 304-372-4378
 EAGLE EXCAVATION INC
 PO BOX 218
 KENNA WV 25248

SHIP TO

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

DATE PRINTED 09/30/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/18/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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						
REQ. NO.: DEP15167						
BID OPENING DATE: 11/18/2010						
BID OPENING TIME: 1:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-372-4378 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- MEIKE D. FRESHOUR -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meike D Freshour</i>	TELEPHONE 372-4378	DATE 11-18-10
TITLE PRESIDENT	FEIN 55-0762758	ADDRESS CHANGES 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

Request for Quotation

RFQ NUMBER:
 DEP15167

PAGE:
 1

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

VENDOR
 604150016 304-372-4378
 EAGLE EXCAVATION INC
 PO BOX 218
 KENNA WV 25248

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
11/05/2010				

BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE T&J COAL INC. PROJECT TO DIS- TRIBUTE THE PRE-BID SIGN-IN SHEETS, THE REVISED BID SCHEDULE, AND THE O/A RESULTING FROM THE MANDATORY PRE-BID MEETING ON 10/21/2010.						
BID OPENING DATE AND TIME REMAIN UNCHANGED AS 11/18/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB	962-73			
RECLAMATION: RESTORATION OF WATER						
***** THIS IS THE END OF RFQ DEP15167 ***** TOTAL:						\$ 369,310 ⁰⁰

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mike S Freshour</i>	TELEPHONE 372-4378	DATE 11-18-10
TITLE PRESIDENT	FEIN 55-0762758	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).

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
BID SCHEDULE				
PERMIT NAME: T & J COAL INC. PERMIT NUMBER(S): P-177-85				
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	LUMP SUM	<u>MOBILIZATION/DEMOBILIZATION/PROJECT SIGN</u> (5% Total Bid Maximum for this permit)	LUMP SUM	\$ <u>4,000</u>
2.0	LUMP SUM	<u>SPILL CONTAINMENT AREA (S.C.A.)</u> (\$1,000.00 Maximum Bid for this permit)	LUMP SUM	\$ <u>1,000</u>
3.0	LUMP SUM	<u>CONSTRUCTION STAKEOUT</u> (Limited to 5% Total Bid)	LUMP SUM	\$ <u>18,400</u>
<u>ROAD CONSTRUCTION</u>				
4.0	LUMP SUM	<u>MAINTAIN HAULROAD/ACCESS ROAD</u>	LUMP SUM	\$ <u>4,000</u>
4.1	200 TON	<u>INCIDENTAL STONE</u>	\$ <u>14⁰⁰</u> PER TON	\$ <u>2,800</u>
4.2	5200 LF	<u>CONSTRUCT NEW HAULROAD/ACCESS ROAD</u>	\$ <u>14⁰⁰</u> PER LF	\$ <u>72,800</u>
4.3	LUMP SUM	<u>CLEAR AND GRUB</u>	LUMP SUM	\$ <u>34,470</u>
<u>REVEGETATION</u>				
5.0	8 AC	<u>AGRICULTURAL LIME</u>	\$ <u>150⁰⁰</u> PER ACRE	\$ <u>1,200</u>
5.1	8 AC	<u>FERTILIZER</u>	\$ <u>800⁰⁰</u> PER ACRE	\$ <u>6,400</u>
5.2	8 AC	<u>MULCH</u>	\$ <u>400⁰⁰</u> PER ACRE	\$ <u>3,200</u>

5.3	<u>8</u> AC	<u>VEGETATIVE SPECIES</u>	\$ <u>400⁰⁰</u> PER ACRE	\$ <u>3,200⁰⁰</u>
<u>STORMWATER MANAGEMENT</u>				
6.0	<u>1200</u> LF	<u>STORMWATER MANAGEMENT - SILT FENCE AND HAYBALE DIKE</u> (Max. Bid \$5.00 Per LF)	\$ <u>1⁵⁰</u> PER LF	\$ <u>1,800⁰⁰</u>
6.1	<u>2</u> EA	<u>CONSTRUCTED SEDIMENT CONTROL STRUCTURE</u>	\$ <u>500⁰⁰</u> PER EA	\$ <u>1,000⁰⁰</u>
<u>WATER QUALITY ABATEMENT</u>				
7.0	<u>360</u> LF	<u>15 INCH CULVERT</u>	\$ <u>25⁰⁰</u> PER LF	\$ <u>9,000⁰⁰</u>
7.1	<u>60</u> LF	<u>24 INCH CULVERT</u>	\$ <u>34⁰⁰</u> PER LF	\$ <u>2,040⁰⁰</u>
7.2	<u>200</u> LF	<u>36 INCH CULVERT</u>	\$ <u>52⁰⁰</u> PER LF	\$ <u>10,400⁰⁰</u>
7.3	<u>300</u> LF	<u>GROUTED V- DITCH</u>	\$ <u>30⁰⁰</u> PER LF	\$ <u>9,000⁰⁰</u>
7.4	<u>800</u> LF	<u>RIPRAP V- DITCH</u>	\$ <u>14⁰⁰</u> PER LF	\$ <u>11,200⁰⁰</u>
7.5	<u>800</u> LF	<u>RIPRAP TRAPEZOIDAL DITCH</u>	\$ <u>23⁰⁰</u> PER LF	\$ <u>18,400⁰⁰</u>
7.6	<u>40</u> LF	<u>SEEP COLLECTOR UNDERDRAIN</u>	\$ <u>105⁰⁰</u> PER LF	\$ <u>4,200⁰⁰</u>

BUYER CB-23	REQ. OR PO NO. DEP 15167
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

<u>SETTLING POND STRUCTURES</u>				
8.0	<u>1</u> EA	<u>SETTLING POND #1 WITH 60 MIL LINER</u>	\$ <u>12,000</u> ⁰⁰ PER EA	\$ <u>12,000</u> ⁰⁰
8.1	<u>1</u> EA	<u>SETTLING POND #2 WITH 60 MIL LINER</u>	\$ <u>15,000</u> ⁰⁰ PER EA	\$ <u>15,000</u> ⁰⁰
8.2	<u>4</u> EA	<u>CONCRETE SPREADER</u>	\$ <u>2,000</u> ⁰⁰ PER EA	\$ <u>8,000</u> ⁰⁰
8.3	<u>150</u> LF	<u>BAFFLE CURTAIN</u>	\$ <u>16</u> ⁰⁰ PER LF	\$ <u>2,400</u> ⁰⁰
<u>TREATMENT STRUCTURES</u>				
9.0	<u>10</u> LF	<u>SUB-FOUNDATION PREPARATION</u>	\$ <u>25</u> ⁰⁰ PER LF	\$ <u>250</u> ⁰⁰
9.1	LUMP SUM	<u>FOUNDATION</u>	LUMP SUM	\$ <u>16,450</u> ⁰⁰
9.2	LUMP SUM	<u>3000 GALLON CAUSTIC TANK, PIPE AND FITTINGS</u>	LUMP SUM	\$ <u>5,000</u> ⁰⁰
9.3	LUMP SUM	<u>STEEL SECURITY STRUCTURE</u>	LUMP SUM	\$ <u>35,000</u> ⁰⁰
<u>SLUDGE COLLECTION</u>				
10.0	<u>2</u> EA	<u>SLUDGE DISPOSAL CELL</u>	\$ <u>16,000</u> ⁰⁰ PER EA	\$ <u>32,000</u> ⁰⁰
10.1	<u>1200</u> LF	<u>6 INCH HDPE SLUDGE PIPE</u>	\$ <u>8</u> ⁰⁰ PER LF	\$ <u>9,600</u> ⁰⁰
10.2	<u>2</u> EA	<u>PUMP ADAPTOR CONNECTION</u>	\$ <u>525</u> ⁰⁰ PER EA	\$ <u>1,050</u> ⁰⁰
10.3	<u>2</u> EA	<u>6 INCH HDPE WYE</u>	\$ <u>150</u> ⁰⁰ PER EA	\$ <u>300</u> ⁰⁰

MDF

BUYER CB-23	REQ. OR PO NO. DEP 15167
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION	

WV-36a STATE OF WEST VIRGINIA
 Rev. 9/13/07 PURCHASING CONTINUATION SHEET
 VENDOR:

10.4	<u>1</u> EA	<u>6 INCH HDPE TEE</u>	\$ <u>150⁰⁰</u> PER EA	\$ <u>150⁰⁰</u>
10.5	<u>1</u> EA	<u>PUMP ADAPTOR CONNECTION WITH 2 INCH DRAIN</u>	\$ <u>400⁰⁰</u> PER EA	\$ <u>400⁰⁰</u>
<u>SECURITY STRUCTURES</u>				
11.0	<u>1500</u> LF	<u>FENCE</u>	\$ <u>7⁰⁰</u> PER LF	\$ <u>10,500⁰⁰</u>
11.1	<u>2</u> EA	<u>10 FOOT GATE</u>	\$ <u>600⁰⁰</u> PER EA	\$ <u>1,200⁰⁰</u>
11.2	<u>3</u> EA	<u>4 FOOT GATE</u>	\$ <u>500⁰⁰</u> PER EA	\$ <u>1,500⁰⁰</u>
TOTAL PERMIT P-177-85				\$ <u>369,310⁰⁰</u>

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15167
T&J Coal, Inc.
Permit # P-177-85**

The following questions were identified at the Pre Bid Conference (PBC). The answers provided herein take precedence over verbal answers at the PBC should there be any conflicts between the two.

THE BID SCHEDULE HAS BEEN REVISED: Item #4.2 revised to 5200 LF of Construct New Haulroad; and Item #7.2 revised to 200 LF of 36 Inch Culvert.

- 1.) Q. Can we mob in on this access to the site (coming in to the site through farm field)?
A. No, the location of the new access road directly off of the county road shall be the only approved access to the treatment site for the contractor.
 - 2.) Q. This new road that you are going to install out through the woods, is there already a road roughed in or piece of road there?
A. Yes, we will walk on some of it and show it to you later.
 - 3.) Q. Are you going to take the ditching from the road culverts clear into the hollow?
A. Yes, to prevent erosion, and to slow down water flow.
 - 4.) Q. If we have to cut this road down, do we need to ditch both sides of road?
A. Yes at certain locations, the road cross section indicates that a grass lined ditch is included on all of the road, and in some cases where it is steep, riprap ditching will be used and paid for in a separate bid item.
 - 5.) Q. Are we going to put matting in the grass lined roadside ditch, or do we seed and mulch it?
A. Seed and mulch the roadside ditch, unless we add riprap at certain locations.
 - 6.) Q. Any trees to be taken down, do we need to leave for the landowner?
A. Yes, any trees 8 inches in diameter and larger shall be topped, stumps removed, and neatly stacked in convenient locations along the road for the landowner.
 - 7.) Q. Can we move the ponds further away from the seep area (standing at the seep area)?
A. Yes, utilize the wider area available to orient the two treatment ponds and maximize the most drop in elevation from the seeps to the first pond. By utilizing the wider area away from the seep for the pond construction will also maximize a longer distance of grouted channel from the seep to the first pond.
 - 8.) Q. Can the road be on the outside berm of the treatment ponds, or is it (road) going to be over the hill?
A. We will evaluate the best road alignment after the contractor has graded the area for the pond sites, but our initial proposed alignment of the road is to place it on the upper side of the pond berms (between the hillside and the ponds).
-

**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15167
T&J Coal, Inc.
Permit # P-177-85**

- 9.) Q. Does the road keep going (standing at the seeps, and looking past them)?
A. No, a branch of the road extends to the point where the seep is located to get to the future caustic tank and building. This road extension will also have to include an area to turn the chemical delivery truck (tandem or tri-axle 3000 gallon tank truck) around. Any turning areas will be paid as new road construction.
- 10.) Q. What percent grade or slope are you wanting on the road going up the hill (standing at the seep area)?
A. Make the road as gradual as possible, and we would like the road to be less than 15% slope.
- 11.) Q. If we have to do any grading on the hillside above the road, will it have to be a minimum of 2 horizontal to 1 vertical slope?
A. Do not grade the hill any steeper than 1.5 horizontal to 1 vertical, and try to maintain 2 horizontal to 1 vertical slope, where possible. To avoid excessive grading on the uphill side of the road, you may have to start the road up the hill further back. You can branch a separate road off toward the treatment building, and include a turning area. The contractor shall propose the road alignment and have it approved to the DEP, prior to construction.
- 12.) Q. How far down here does the permit limit go (standing at the seep area)?
A. The permit area extends along the two main open benches, however; to construct the two treatment ponds, the contractor may have to grade material past the large tree line for the lower pond embankment construction. Plan for that as part of the pond construction bid items, and the clear and grub bid item. Do not disturb areas below the existing bench that we walked around (where the ponds are to be located).
- 13.) Q. So, is the seep going to run into the grouted V-ditch?
A. Yes, the seep will be piped into the V-ditch.
- 14.) Q. Is there a fence around this building (caustic tank building)?
A. No, only fence around the two treatment ponds, and the two sludge cells.
- 15.) Q. Are both sludge cells the same size, and is that size top of water or top of berm?
A. Yes, they are both the same in size... 40 feet top inside width, and 150 feet top inside length, and a total depth of 10 feet.
- 16.) Q. What are you tying the sludge cells together with?
A. The sludge cells shall be tied together with a 20 feet joint of 15 inch diameter culvert pipe.
- 17.) Q. Will there be three or four concrete spreaders at the ponds?
A. There will be four spreaders installed, one at each pond inlet and each pond outlet.
- 18.) Q. How wide are those spreaders?
A. Please refer to detailed drawing included in requisition, 10 feet wide, and center 4 feet will have a 3 inch drop out where the water will flow out. They are 3 feet deep and 1 foot thick. All dimensions are included in the drawing.
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**Addendum #1 - Questions During Pre-Bid Conference
For DEP 15167
T&J Coal, Inc.
Permit # P-177-85**

- 19.) Q. Are the baffling curtains going in the settling ponds?
A. Yes, one baffle shall be installed in treatment pond #1, and two baffles shall be installed in treatment pond #2.

- 20.) Q. Are we going to put rock headwalls on the 36 inch culvert installations?
A. Yes, the contractor shall install rock riprap at each end of each culvert installed. Any rock riprap installed on headwalls and endwalls of culverts is incidental to each culvert installation location.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15167
Project: T & J Coal, Inc.
P-177-85

Bid Date: Nov.18, 2010
Pre-Bid Date: Oct. 21, 2010

Name : Robert Barnes
Company: Barnes Exc. Inc
Address: P.O. Box 13384
Sissonville WV.
25360
Phone #: 304-984-1725
Fax #: 304-984-0074
Email : BarnesExc(A)AOL.com

Name : Micky Farmer
Company: Capitol Valley Contracting
Address: 67 Renee Dr.
Elkview, WV 25071
Phone#: 304-437-7505
Fax #: 304-965-2223
Email : mickyfarmer@mountainviewgrading.net

Name : Steve Szabo
Company: Pro Contracting, Inc
Address: P.O. Box 2442
Clarksburg, WV 26301
Phone #: 304 622-2400
Fax #: 304 622-2410
Email : procon1555@ma.rr.com

Name : Paul Michael
Company: Breakaway Fence
Address: 1075 Old Turnpike Rd
Sutton, WV 26601
Phone#: (304) 765-5317
Fax #: (304) 765-5389
Email : doug@breakawaywv.com

Name : David H. Bowman
Company: Green Mountain Co
Address: 511 50th Street
Chas WV 25304
Phone #: 304-925 0253
Fax #: 925 9230
Email : Jody Maye AOL.com

Name : Rick P. Day
Company: Cowgirl up inc
Address: Box 245 243
SIMPSON WV 26345
Phone#: 304-739-4397
Fax #: 304-739-4401
Email :

Name : Gary Long
Company: M'Court & Son Const.
Address: 2790 Centralia Rd
Sutton WV 26601
Phone #: 304 765-5288
Fax #: 304 765-5293
Email : glong@wireline.com

Name : JL Pretzel Contracting
Company: Jamie Pretzel
Address: 274 Horshoe Dr.
Beeeton Mills WV
Phone#: 304-371-7789
Fax #: 304-379-7788
Email : cpretzel@AOL.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP15167
 Project: T & J Coal, Inc.
P-177-85

Bid Date: Nov.18, 2010
 Pre-Bid Date: Oct. 21, 2010

Name : GEORGE FRESHOUR
 Company: EAGLE EXCAVATION INC.
 Address: P.O. BOX 218
KENNA WV 25248
 Phone #: (304) 372-4378
 Fax # : (304) 372-4378
 Email : _____

Name : JAMES ALLEN
 Company: JF ALLEN CO
 Address: PO Box 2019
Buckhannon WV
26201
 Phone #: 304 472 8890
 Fax # : 304 472 8897
 Email JAMES.ALLEN@JFALLENCO.COM

Name : Ashley Adkins
 Company: Aspen Corporation
 Address: 2400 Ritter Drive
Daniels WV 25832
 Phone #: 304-763-4573
 Fax # : 304-763-4591
 Email : jadkins@aspen-golf.com

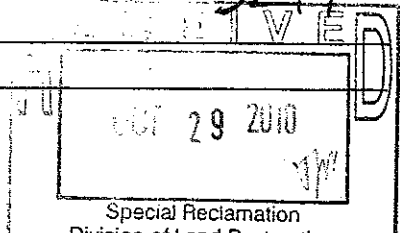
Name : Mike Jenkins
 Company: AQUAFIX SYSTEMS
 Address: 301 MAPLE LANE
Kingwood WV 26537

Phone #: 304-329-1056
 Fax # : 304-329-1217
 Email : Mjj@aqua-fix.com

Name : _____
 Company: _____
 Address: _____
 Phone# : _____
 Fax # : _____
 Email : _____
 Name : _____
 Company: _____
 Address: _____
 Phone# : _____
 Fax # : _____
 Email : _____
 Name : _____
 Company: _____
 Address: _____
 Phone# : _____
 Fax # : _____
 Email : _____

Name : David McCoy
 Company: WV DEP
 Address: _____

Phone# : 304-457-3219
 Fax # : _____
 Email : _____



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Eagle Excavation, Inc.
of Kenna, WV, as Principal, and United States Surety Company
of Timonium, MD, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEP 15167 - T & J Coal, Inc. - According to Plans & Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
18th day of November, 2010

Principal Corporate Seal

Eagle Excavation, Inc.
(Name of Principal)
By Meike D. Freshour
(Must be President or
Vice President)
Meike D. Freshour President
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)
By: Patricia A. Moyer
Patricia A. Moyer, WV Resident Agent 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.

VOID POWER OF ATTORNEY VOID

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively the "Companies"), do by these presents make, constitute and appoint:

Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Unlimited Dollars (\$ unlimited).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



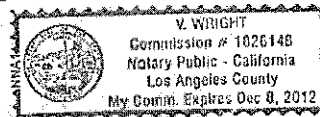
By: Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature (Seal)

I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 18th day of November, 2009.

Corporate Seals



Jeannie J. Kim, Assistant Secretary

Bond No. 209 Agency No. 12116



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

STATE OF WEST VIRGINIA
COUNTY OF JACKSON, TO-WIT:

I, DENNIS GEORGE FRESHOUR, after being first duly sworn, depose and state as follows:

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

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

EAGLE EXCAVATION INC.
(Company Name)

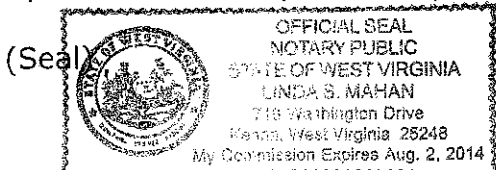
By: Dennis George Freshour

Title: FIELD MANAGER

Date: 11-16-10

Taken, subscribed and sworn to before me this 16 day of nov, 2010

By Commission expires 8/2/14



Linda Mahan
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Eagle Excavation Inc.

Authorized Signature: Mike S. Freshour Date: 11-16-10

State of WV

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 16 day of Nov, 2010

My Commission expires 8/2/14, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Linda Mahan

